

**Strategic Systems Engineering Services**  
**in support of the**  
**Systems Simulation, Software and Integration Directorate (S3I)**  
**US Army Research, Development and Engineering Command**



ISSUED TO:

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ISSUED BY:

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**Award Date: December 13, 2018**  
**Updated: Modification #030**

**OASIS Contract Number: GS00Q14OADU328**

Only modifications which change the terms and conditions of the task order are included in the summary table below.

### **MODIFICATION SUMMARY:**

Modification Number	Description
030	<p>The purpose of Modification 030 is as follows:</p> <ol style="list-style-type: none"> <li>1) Change remaining references of SED to S3I</li> <li>2) Clarify B.8 to reference Exhibit 1 rates</li> <li>3) Clarify B.9 language</li> <li>4) Update Section C to align with revised CDRL requirements and processes</li> <li>5) Clarify E.2 to indicate that COR may delegate to TM</li> <li>6) Update F.3 to add Turkey as OCONUS location and add language that other OCONUS locations may be required</li> <li>7) Change F.4 from COR to TM concurrence required</li> <li>8) Update F.5 to align with revised CDRL requirements</li> <li>9) Update F.7 to no longer require public release documents after each modification but only upon request by the Government</li> <li>10) Update F.8 to align with revised CDRL requirements</li> <li>11) Correct G.8 invoice data elements</li> <li>12) Revise G.10, G.11, and G.13 invoicing requirements</li> <li>13) Clarify H.1 to indicate COR or TM approval is required</li> <li>14) Update H.5 to align with current DD-254</li> <li>15) Modify H.6 language for collection process of CACs and badges</li> <li>16) Update Section J Attachment 1 Contract Data Requirements Lists (CDRLs) signed/approved on November 20, 2018</li> <li>17) Update Section J Attachment 2 Contract Security Classification Specification (DD254) Revision 03 dated November 2, 2018</li> <li>18) Various administrative grammatical corrections</li> </ol>
007	<p>The Purpose of Modification 007 is as follows:</p> <ol style="list-style-type: none"> <li>1) Change “Software Engineering Directorate (SED)” to “Systems Simulation, Software and Integration Directorate (S3I)” and any references thereof</li> <li>2) Further define Paragraph H.24</li> <li>3) Update to H.8 to better clarify requirements for specific training</li> <li>4) Miscellaneous grammatical updates to the PWS</li> </ol>
002	<p>The purpose of Modification 002 is as follows:</p> <ol style="list-style-type: none"> <li>1) Administrative changes and updates to various paragraphs within Sections B and H including identifying the total labor hours (b) (4) which includes the six month extension.</li> <li>2) Update Task Order period of performance as a result of the extended</li> </ol>

protest to the following:

- a. Base year: 1 May 2018 – 30 April 2019
  - b. Option year 1: 1 May 2019 – 30 April 2020
  - c. Option year 2: 1 May 2020 – 30 April 2021
- 3) Update Section B.4 to reflect correct Period of Performance and amounts on CLINs X001 and X004 as appropriate.
  - 4) Update Section B.5 to adjust labor hours as negotiated.
  - 5) Update Section B.7. to identify the Government and Contractor split fee pool and labor hour rates
  - 6) Update Section H.8 To correct the 30 day requirement for training completion applicable to either CAC issue or Employee performance. This paragraph was also updated with new URLs and instructions to access required training.
  - 7) Update Section J Attachment 1 Updated CDRLS A006, A039, and A041.
  - 8) Update Section J Attachment 6 Technical Direction Guide.
  - 9) Update Section J Attachment 11 OCI Mitigation Plan Revision A
  - 10) Update Section J Exhibit 1 Pricing Template V2

All other terms and conditions remain unchanged.

## TABLE OF CONTENTS

<b>SECTION B</b>	9
B.1	9
B.2	9
B.3	9
B.4	9
B.5	12
B.6	13
B.7	13
B.8	14
B.8.1	15
B.8.2	15
B.9	15
B.10	15
B.11	16
<b>SECTION C</b>	17
C.1	17
C.1.1	17
C.2	17
C.3	18
C.3.1	18
C.3.2 SYSTEM ENGINEERING SERVICES.	20
C.3.3	22
C.3.4 HARDWARE ENGINEERING SERVICES.	24
C.3.5 TEST ENGINEERING SERVICES.	25
C.3.6 TRANSITION SUPPORT SERVICES.	26
C.3.7 FIELDING AND USER SUPPORT SERVICES.	27
C.3.8 TRAINING SUPPORT SERVICES.	28
C.3.9 CONFIGURATION MANAGEMENT SERVICES.	28
C.3.10 QUALITY ENGINEERING SERVICES.	28
C.3.11 SENIOR LEVEL ENGINEERING SERVICES.	29
C.3.12 ENGINEERING SUPPORT SERVICES.	29
C.3.13	31

<b>SECTION D</b>	32
D.1	32
D.2	32
<b>SECTION E</b>	33
E.1	33
E.2	33
E.3	33
E.4	33
E.5	34
E.6	34
E.7	34
<b>SECTION F</b>	35
F.1	35
F.2	35
F.3	35
F.4	35
F.5	36
F.6	38
F.7	38
F.8	38
<b>SECTION G</b>	40
G.1	40
G.2	40
G.3	40
G.4 CONTRACT ADMINISTRATION AND MANAGEMENT	41
G.5	41
G.6	42
G.7	42
G.8	42
G.9	43
G.10	43
G.11	44
G.12	45
G.13	45

G.14 46

**SECTION H**

47

H.1 47

H.2 47

H.3 47

H.4 47

H.5 48

H.6 49

H.7 51

H.8 53

H.9 56

H.10 57

H.11 62

H.12 62

H.13 63

H.14 63

H.15 64

H.16 64

H.17 64

H.18 65

H.19 66

H.20 67

H.21 68

H.22 69

H.23 69

H.24 70

H.25 71

H.26 71

H.27 73

H.28 73

H.29 75

**SECTION I**

76

I.1 76

I.2 77

I.3 77

I.4 77

I.5 78

I.6 78

I.7 78

I.8 81

**SECTION J**

82

J.1 82

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## **SECTION B**

### **SUPPLIES AND SERVICES PRICE/COSTS**

#### **B.1 SERVICES BEING ACQUIRED**

The work shall be performed in accordance with all Sections of this Task Order (TO) and the Contractor's basic contract, under which the resulting TO will be placed. An acronym / abbreviation document is in Section J, Attachment 13.

#### **B.2 CONTRACT ACCESS FEE**

General Services Administration's (GSA) operating costs associated with the management and administration of the OASIS contract are recovered through a Contract Access Fee (CAF). The amount of CAF is 0.1 percent or 0.001 of the total price/cost of Contractor performance. The Government will obligate funding to the CAF Contract Line Item Numbers (CLINs), and the Contractor shall use the CAF CLINs to collect these fees in accordance with the OASIS contract.

#### **B.3 INCREMENTAL FUNDING LIMITATION OF GOVERNMENT'S OBLIGATION**

Incremental funding in the amount of \$ SEE SCHEDULE for CLINs X001 through X004 is currently obligated and available for payment by the Government. Additional incremental funding for these CLINs will be obligated and available for payment by the Government as the funds become available. The estimated period of performance covered by the allotments for the subject CLINs is from award through period of performance completion. The TO will be modified to add funds incrementally up to the maximum of \$575,055,513.51 over the performance period of this TO. These allotments constitute the estimated cost for the purpose of Federal Acquisition Regulation (FAR) Clause 52.232-22, Limitation of Funds, which applies to this TO on both a CLIN and a Technical Direction (TD) basis.

When the level-of-effort (LOE) required under any TD is completed, and that work is within the total estimated cost, the Contractor shall be entitled to payment of fixed fee for that TD. The Contractor may present, with its monthly vouchers for costs, a fee voucher in an amount bearing an equal allocation of the total fixed fee per unit of LOE (i.e. all labor hours awarded across all OASIS labor categories per labor CLIN/TD) as a certification of LOE funded and expended relative to the total LOE awarded per labor CLIN/TD. However, after payment of 85 percent of the fixed fee for the total TO, the CO may withhold further payment of fixed fee until a reserve shall have been set aside in an amount which the Contracting Officer (CO) considers necessary to protect the interest of the Government. This reserve shall not exceed 15 percent of the total fixed or \$100,000, whichever is less.

#### **B.4 TASK ORDER PRICING**

The Contractor shall perform the effort required by this TO on a Cost-Plus-Fixed-Fee (CPFF) Term basis for CLINs 0001, 1001, and 2001.

The Contractor shall perform the effort required by this TO on a Cost Reimbursable (CR) basis for CLINs 0002, 1002, 2002 and CLINs 0003, 1003, and 2003 on a Not-to-Exceed (NTE) basis.

CAFs shall be provided on a NTE basis for CLINs 0004, 1004, and 2004.

**Base Period: 05/01/2018 to 04/30/2019**

**CPFF (TERM) – LABOR:**

CLIN	Description	Estimated Cost	Fixed Fee (NTE 10%)	Total Estimated Cost Plus Fixed Fee
0001	Reference All Section C applicable sections to LABOR	(b) (4)	(b) (4)	(b) (4)

**COST REIMBURSEMENT – (NO-FEE):**

CLIN	Description	Total Ceiling Cost (NTE)
0002	Travel – reference all applicable sections to travel. (Travel Indirect Burden _%) See Exhibit 1	\$6,000,000.00
0003	Equipment and Materials – reference all applicable sections to equipment and material. (Material Handling Rate _%) See Exhibit 1	\$20,000,000.00

**CONTRACT ACCESS FEE:**

CLIN	Description	Total Ceiling Cost
0004	Contract Access Fee (NOTE: IAW Army/GSA OASIS MOU (.10%))	(b) (4)

**Total Ceiling Base Period CLINs: \$162,868,084.24**

**Option Period 1: 05/01/2019 to 04/30/2020**

**CPFF (TERM) – LABOR:**

CLIN	Description	Estimated Cost	Fixed Fee (NTE 10%)	Total Estimated Cost Plus Fixed Fee
1001	Reference All Section C applicable sections to LABOR	(b) (4)	(b) (4)	(b) (4)

**COST REIMBURSEMENT – (NO-FEE):**

CLIN	Description	Total Ceiling Cost (NTE)
1002	Travel – reference all applicable sections to travel. (Travel Indirect Burden _%) See Exhibit 1	\$6,000,000.00
1003	Equipment and Materials – reference all applicable sections to equipment and material. (Material Handling Rate _%) See Exhibit 1	\$20,000,000.00

**CONTRACT ACCESS FEE:**

CLIN	Description	Total Ceiling Cost
1004	Contract Access Fee (NOTE: IAW Army/GSA OASIS MOU (.10%))	(b) (4)

**Total Ceiling Option Period 1 CLINs: \$193,724,473.83**

**Option Period 2: 05/01/2020 to 04/30/2021**

**CPFF (TERM) – LABOR:**

CLIN	Description	Estimated Cost	Fixed Fee (NTE 10%)	Total Estimated Cost Plus Fixed Fee
2001	Reference All Section C applicable sections to LABOR	(b) (4)	(b) (4)	(b) (4)

**COST REIMBURSEMENT – (NO-FEE):**

CLIN	Description	Total Ceiling Cost (NTE)
2002	Travel – reference all applicable sections to travel. (Travel Indirect Burden %) See Exhibit 1	(b) (4)
2003	Equipment and Materials – reference all applicable sections to equipment and material. (Material Handling Rate %) See Exhibit 1	(b) (4)

CONTRACT ACCESS FEE:

CLIN	Description	Total Ceiling Cost
2004	Contract Access Fee (NOTE: IAW Army/GSA OASIS MOU (.10%))	(b) (4)

**Total Ceiling Option Period 2 CLINs:** (b) (4)

**GRAND TOTAL ALL CLINs:** (b) (4)

**B.5 LEVEL OF EFFORT – TERM (COST REIMBURSEMENT)**

The total level of effort (LOE) procured during the total term of this TO, if all options are exercised, is (b) (4) labor-hours of direct labor including authorized subcontract labor, if any.

Table B.5 Labor hours

Period	CLIN	Hours
Base	0001	(b) (4)
Option 1	1001	(b) (4)
Option 2	2001	(b) (4)
6-month Ext	3001	(b) (4)
Total		(b) (4)

The Contractor shall not, under any circumstances, exceed 100 percent (100%) of the total level of effort specified in this TO and on an individual TD basis. The estimated composition of the total man-hours of direct labor is defined in **Exhibit 1, Pricing Template**. FAR Clause 52.232-22, "Limitation of Funds" applies to this incrementally funded TO. Nothing in this clause amends the rights or responsibilities of the parties hereto under that clause.

The Government will review the man-hours expended throughout each TO period, and may adjust the stated level of effort to reflect the Government's actual need. In the event that less than 100% of the established LOE of each stated period in the TO is expended prior to the end of the performance period, the Government reserves the right and shall have the option of:

- Requiring the Contractor to continue performance via additional funding, subject to the provisions of the FAR Clause 52.232-22, as applicable, until the effort expended equals 100% of the established Level of Effort; or
- Effecting a reduction to the fixed fee in direct proportion by which the total expended man-hours is less than 100% of the established LOE. The fixed fee will, under those circumstances, be adjusted downward in direct proportion to the percentage of undelivered hours. For example, if twelve percent (12%) of the hours will be undelivered

during a TO period, the fixed fee shall be reduced by 12%. However, the total level of effort is based upon the estimated location ratio of 75% Government site and 25% Contractor site for each performance period in accordance with B.7 (Fixed Fee). Any downward adjustments to the fixed fee will not be made at the total TO LOE hours for the performance period, but rather will be in accordance with the hours and fixed fee pool established for either the Government site or Contractor site as detailed in B.7 (Fixed Fee) Tables 1.1 and 1.2.

The Contractor agrees that effort performed in fulfillment of LOE obligations under this TO shall include only verifiable effort in direct support of the work specified. It shall not include efforts such as work performed in transit to or from an employee's usual workplace, work during lunchtime activities or effort performed at other non-work locations. In performing requirements of the TO via the TD process, the Contractor may use any reasonable combination of hours for the labor categories in Section B of this TO to support work performed for Section C of this TO.

The Contractor shall notify the CO immediately in writing whenever it has reason to believe that:

- The LOE (on a TD-by-TD basis) the Contractor expects to incur in the next sixty (60) days, when added to the level of effort previously expended in the performance of that TD, will exceed 75% of the level of effort established for that TD; or
- The LOE required to perform a particular term TD will be greater than the level of effort established for that TD.

As part of the notification, the Contractor shall provide the CO a revised estimate of the level of effort required to perform the TD. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor.

## **B.6 OASIS LABOR CATEGORIES**

Offerors shall not deviate from the OASIS labor categories defined in Section J, Exhibit 1. Offeror's and subcontractor's internal labor shall be mapped to existing OASIS labor categories in Section J, Exhibit 1. Labor categories proposed for specialized professional services shall be captured in the composite labor category rate buildup and shall map to the OASIS labor categories defined in Section J, Exhibit 1.

## **B.7 FIXED FEE**

The fixed fee, as specified in Section B of this TO, subject to any adjustment required by other provisions of this TO, will be realized in installments. The fixed fee pool will be established at time of award and based on the appropriate TO performance period as identified in Exhibit 1. While the work will be predominantly performed at the Government's site, there may be times when a Contractor's site will need to be utilized. The ratio of the location selection is estimated at 75% Government site and 25% Contractor site for each performance period. Based upon this estimate, and in accordance with Exhibit 1, the total number of hours, fixed fee pool, and fixed fee per hour rate for Government site work is established in Table 1.1 below. The total number

of hours, fixed fee pool, and fixed fee per hour rate for Contractor site work is established in Table 1.2 below.

Table 1.1 Fixed Fee Pool and Rate Per Hour (Government Site)

Performance Period	# Hours	Total Fee Pool	FF/Hr
Base Year	(b) (4)	(b) (4)	(b) (4)
Option Year 1	(b) (4)	(b) (4)	(b) (4)
Option Year 2	(b) (4)	(b) (4)	(b) (4)

Table 1.2 Fixed Fee Pool and Rate Per Hour (Contractor Site)

Performance Period	# Hours	Total Fee Pool	FF/Hr
Base Year	(b) (4)	(b) (4)	(b) (4)
Option Year 1	(b) (4)	(b) (4)	(b) (4)
Option Year 2	(b) (4)	(b) (4)	(b) (4)

The Contractor shall be paid the fixed fee per hour rate according to site location in accordance with Tables 1.1 and 1.2 above. However, in the event the total number of hours is expended for either the Government or Contractor site, the allocation will need to be reviewed and adjustments made to the rates in Tables 1.1 and 1.2 prior to submitting estimates for any subsequent TDs. Any adjustments will be effective for all subsequently issued TDs and is not retroactive in application. Furthermore, in the event it becomes necessary to perform and manage the Contractor site work utilizing an integrated “One Team” approach with all subcontractors performing work at a Contractor site location, the Government and Contractor agree the allocation may need to be reviewed and a decision with respect to adjustments to the rates in Tables 1.1 and 1.2 may need to be made prior to submitting an estimate for the affected TD.

The fixed fee will be paid not more frequently than monthly based on the allowable cost. The amount of each such fixed fee installment shall be in the same ratio as the net direct labor hours expended during the installment period are to the total stated direct labor level of effort in hours based upon Tables 1.1 and 1.2 above. Payment shall be made in accordance with FAR Clauses 52.216-7, “Allowable Cost and Payment”, and 52.216-8, “Fixed Fee”.

In the event of termination of the work in accordance with the FAR Clause 52.249-6, “Termination (Cost Reimbursement)”, or the failure of the Government to allot sufficient funds to complete the work in accordance with 52.232-22, “Limitation of Funds”, the fixed fee shall be determined by mutual agreement equitably to reflect the portion of the work performed.

## **B.8 TRAVEL INDIRECT BURDEN/MATERIAL HANDLING RATE**

The Contractor’s indirect/material handling rates may be applied in accordance with the Contractor’s disclosed accounting practices. The indirect/material handling rates over the annual term of the TO shall be the fixed rates specified in Exhibit 1 (Pricing Template). If no indirect/material handling rate is allowable in accordance with the Contractor’s disclosed accounting practices, no indirect/material handling rate shall be applied to or reimbursed on these costs.

### **B.8.1 TRAVEL INDIRECT BURDEN**

The Contractor's travel indirect burden rates may be applied in accordance with the Contractor's disclosed accounting practices. The travel indirect burden rates over the annual term of the TO shall be fixed at the specified rates in Exhibit 1 (Pricing Template). If no travel indirect burden rate is allowable in accordance with the Contractor's disclosed accounting practices, no travel indirect burden rate shall be applied to or reimbursed on these costs. If no rate is specified in Exhibit 1, no rate shall be applied to or reimbursed on these costs.

### **B.8.2 MATERIAL HANDLING RATE**

The Contractor's material handling rates may be applied in accordance with the Contractor's disclosed accounting practices. The material handling rates over the annual term of the TO shall be fixed at the specified rates in Exhibit 1 (Pricing Template). If no material handling rate is allowable in accordance with the Contractor's disclosed accounting practices, no material handling rate shall be applied to or reimbursed on these costs. If no rate is specified in Exhibit 1, no rate shall be applied to or reimbursed on these costs.

### **B.9 INDIRECT RATE CEILINGS (LABOR)**

Notwithstanding the allowable cost and payment clause and any other clause in this TO pertaining to accounting and cost reimbursement, the Contractor shall be reimbursed at the indirect burdens set forth in Exhibit 1 (Pricing Template) and the successful Offeror's cost proposal.

Any indirect costs incurred in excess of amounts calculable based on the proposed indirect ceiling rates are mutually agreed to be unallowable and shall be accounted for in accordance with FAR 31.201-6. Any indirect costs incurred less than amounts calculable based on the proposed indirect ceiling rates are mutually agreed to be forfeited by the government.

As part of the total estimated value of this contract, both the Government and the Contractor agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount at the time of final contract closeout as the result of future indirect rate adjustments. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.

This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered. The nature of the S3I business model potentially creates hundreds of relatively small contingent liabilities for current S3I customers in the long-term for minor indirect adjustments and is not mutually beneficial.

### **B.10 ORDER OF PRECEDENCE**

This TO is subject to the terms and conditions provided in the Contractor's OASIS basis contract award as well as those outlined in this TO. The Government hereby incorporates (by reference)



the Contractor's order proposal. In the event of an inconsistency between documents, the following order of precedence shall apply:

1. OASIS basic contract
2. TO Performance Work Statement (PWS)
3. TD
4. TO Attachments, drawings, etc. associated with the PWS
5. Contractor's Task Order proposal

#### **B.11 BETTERMENTS**

Betterments if any, in the Contractor's Task Order Proposal which exceed the minimum performance requirements identified in the TO PWS and associated documents shall be considered the new "minimum" performance requirements upon award and shall be met by the Contractor.

(END OF SECTION B)



## **SECTION C** **PERFORMANCE**

### **C.1 PERFORMANCE REQUIREMENTS**

The Contractor shall perform work in accordance with the Section C and provide all deliverables and reports in accordance with TO requirements.

#### **C.1.1 INTRODUCTION**

Work is to be accomplished for the Systems Simulations, Software and Integration (S3I) Directorate, formerly known as the Software Engineering Directorate (SED), US Army Research, Development and Engineering Command (USA RDECOM), herein referred to as Client(s), through the General Services Administration (GSA), Federal Acquisition Service (FAS), Assisted Acquisitions Services Division (AASD), Southeast Sunbelt Region.

### **C.2 SCOPE**

The objective of this effort is to acquire systems engineering and computer resource engineering support within the domain of Strategic Systems for the S3I Directorate , Aviation and Missile Research, Development, and Engineering Center (AMRDEC), USA RDECOM. The acquired support will span the entire life cycle of systems for which S3I has responsibility. S3I customers include Department of Defense (DoD) components, other Federal government agencies, Cooperative Research and Development and Education Agreement partners, and Foreign Military Sales. Life cycle support is defined as the activity necessary to define concepts, define requirements, plan, manage, develop, sustain, modify, improve, test, train, field, and retire systems and system computer resources in a time frame necessary to meet customer needs.

The S3I has development and support responsibilities for several weapon systems and related support systems within the Strategic Systems domain which is defined as, primarily, S3I support activities for Combatant Commanders and Agencies (such as AMC, MDA, Homeland Security, Program Executive Office Enterprise Information Systems (PEO EIS), TRANSCOM, INSCOM,) and related FMS efforts or other entities and DoD services where these activities intersect. Representative examples of the Strategic Systems domain include:

- Strategic Missiles and Targets
- Launchers
- Strategic Radars
- Exo/Indo Atmospheric Threats
- Data Mining and Visualization
- Condition Based Maintenance
- Logistics Software
- PEO/PM Planning Support Systems
- Intelligence/Surveillance
- Virtual Operations Centers
- Item Unique Identification Systems
- Automatic Identification and Data Capture

- Automated Maintenance and Test Equipment
- Command, Control and Communications
- Interoperability
- Communications & Data Links
- Support equipment
- Technology that is planned to be integrated on Strategic systems

Additionally, some cross domain effort based on conceptualization and/or prototyping shall be required.

### **C.3 PERFORMANCE REQUIREMENTS**

The contractor shall perform the tasks described within the contents of this PWS and provide the labor and materials to provide the services specified below, which will be further delineated in written Technical Directions (TD) and other supplemental documents as authorized by the contracting officer's representative (COR). Information in the TDs may contain plans, including any drawings or specifications, software documentation, schedules, documentation and development requirements, required process, CDRLs, tools, reviews, appropriate PWS paragraphs and required data formats. The TDs will clearly define each task and will be prepared in sufficient time for the contractor to plan and respond. These documents will be supplemented by schedule and verbal information that will be updated as often as changing requirements dictate. The contractor shall provide technical/engineering support in life cycle software/systems engineering support of weapon systems, subsystems, and/or components to the S3I acquisition community, the US Army, and other customers (DoD, private industry, Joint Services, and foreign governments) for weapon system research, development, production, and post-deployment activities. These efforts are conducted primarily at Redstone Arsenal but support is also provided at other Continental United States (CONUS) and Outside CONUS (OCONUS) sites to include Combat theaters on a temporary duty basis.

The TD will identify a point of contact for the specified efforts.

The government on-site laboratories and functional areas to be supported consists of the areas identified in the information provided in the GSA Virtual Reading Room as well as any laboratories and functional areas that may, at some future date during the Period of Performance of this TO, come under the control of the S3I for Strategic Systems efforts.

#### **C.3.1 PROGRAM MANAGEMENT SERVICES**

**C.3.1.1** The Contractor shall provide program management, support, and administration for individual tasks under this effort as well as the overarching program, and all tasks associated with the management of the overall program. This includes but is not limited to coordinating with S3I facilities, support for visit requests and building access, property transfers, lab management and material purchasing through the Government purchase system.

**C.3.1.2** The Contractor shall prepare and deliver Technical Direction Management Plans (TDMPs). The TDMP will be used by the Government to ensure that the contractor support is planned, executed, and effectively integrated into each S3I project. The TDMP will include at a minimum, the following elements: organizational structure and personnel interfaces, and technical approach/methodology..

**C.3.1.3** The Contractor shall include a contract work breakdown structure (WBS) in the TDMP.

**C.3.1.4** The Contractor shall include a list of task specific Government Furnished Equipment (GFE) in the TDMP. Task specific GFE does not include general office equipment.

**C.3.1.6** The Contractor shall include Cost Breakdown in the TDMP.

**C.3.1.8** The Contractor shall include quality measures in the TDMP.

**C.3.1.9** The Contractor shall include other resource requirements in the TDMP.

**C.3.1.10** The Contractor shall participate in the development of the Government's Project Plan (PP) for programs using the EPIC Process.

**C.3.1.11** The Contractor shall participate in meetings, reviews, inspections, and audits and make presentations and provide resources for the reviews/audits/sprint reviews/scrums.

**C.3.1.12** The Contractor shall plan, conduct, and execute a review for all contract activities quarterly. The quarterly review is estimated to be up to one-half day duration at a Government site at RSA, AL.

**C.3.1.13** The Contractor shall participate in reviews as defined in the Project Plan for programs using the EPIC process. The following are examples of reviews that may be included based on requirements of the project being supported:

- a. System/Software Requirements Review (SRR)
- b. System/Software Design Review (SDR)
- c. Software Specification Review (SSR)
- d. Preliminary Design Review (PDR)
- e. Critical Design Review (CDR)
- f. In-Process Review (IPR)
- g. Test Readiness Review (TRR)
- h. Functional Configuration Audit (FCA)
- i. Physical Configuration Audit (PCA)
- j. Formal Qualification Review (FQR)

**C.3.1.14** The Contractor shall prepare and provide a Monthly Progress and Status Report for all issued TDs. The progress/status report will include information pertaining to cost, accomplishments, risks, impediments/issues, etc.

**C.3.1.15** The Contractor shall participate in meetings as defined in the TD. The following are examples of meetings that may be included based on requirements of the project being supported:

- a. Project Kickoff Meetings
- b. Regular Team Meetings
- c. Customer/Stakeholder Meetings
- d. Sprints/Scrums/Kanban events

**C.3.1.16** The Contractor shall execute and manage projects in compliance with S3I policies and procedures for programs using the EPIC process.

**C.3.1.17** The Contractor shall provide a cost and performance management system. The cost and performance management system will include, at a minimum, period of performance, current and accurate cost information, actual dollars and hours spent, remaining dollars and hours, personnel assignments to include employee name, company, labor category and hours, burn out dates by employee name and invoice summaries. All information will be available per Technical Monitor and Technical Direction Number (TDN). The contractor shall provide access to the cost and performance management system for all COs, CORs, and TMs.

**C.3.1.18** The Contractor shall develop, track, monitor, and control program schedules for meeting program commitments. The schedules shall be input into the government's schedule management tools. Schedules may include Integrated Master Schedules, milestone schedules, inch stone stones, and sprint plans. Tools used by individual projects include Wikis, JIRA, Microsoft Project, etc.

**C.3.1.19** The Contractor shall provide technical expertise in all areas of inventory control, accountability and location of equipment within the offices and laboratories.

This includes but is not limited to preparation of temporary hand receipts and property passes, equipment turn-in, sub-hand receipts, annual 100 percent physical inventories, and transportation of equipment between locations.

**C.3.1.20** The contractor shall maintain communications security (COMSEC) accountability of key material (KEYMAT) used for testing in accordance with AMRDEC guidance and provide key fill support for functional testing of Controlled Cryptographic Items (CCI) on the platforms which utilize CCI.

**C.3.1.21** The contractor shall support technology transfer programs. This includes but is not limited to Cooperative Research and Development Agreements (CRADA), Educational Partnership Agreements (EPA), and Bailment Agreements. Some tasks may be performed in partner facilities.

## **C.3.2 SYSTEM ENGINEERING SERVICES.**

**C.3.2.1** The Contractor shall prepare and update the System Engineering Management Plan (SEMP).

**C.3.2.2** The Contractor shall apply the systems engineering process throughout the project.

**C.3.2.3** The Contractor shall perform systems requirements analysis and development. The requirements shall be input into the government's requirements management tools. Tools used by individual projects include DOORS, Test Track Pro, Dimensions RM, Wikis, IBM Rhapsody Gateway, etc. Systems requirement analysis may also be based on change requests to prior versions for sustainment activities.

**C.3.2.3.1** The Contractor shall prepare and execute system requirements reviews. Reviews may include SRR, Peer Reviews, etc.

**C.3.2.3.2** The Contractor shall conduct market research and evaluate potential use and application of Non-Developmental and commercial off the shelf items.

**C.3.2.3.3** The Contractor shall conduct assessments of existing systems/software to provide recommendations on product enhancements and improvements.

**C.3.2.3.4** The Contractor shall analyze existing tactical systems to capture requirements and design.

**C.3.2.3.5** The Contractor shall conduct human factors engineering analyses.

**C.3.2.4** The Contractor shall develop and maintain bidirectional traceability between software/system engineering products to ensure delivered products meet system and performance requirements.

**C.3.2.5** The Contractor shall develop and analyze system level architectures and lower level decomposed architectures to meet system and performance requirements.

**C.3.2.6** The Contractor shall evaluate, develop, maintain, and implement a system design for the requirements. The design shall be input into the government's design tools. Tools used by individual projects include IBM Rhapsody, Enterprise Architect, Wikis, etc.

**C.3.2.6.1** The Contractor shall prepare and execute system design reviews. Reviews may include Peer Reviews, In Process Reviews, PDR, CDRs, sprints, scrums, Kanban reviews, etc.

**C.3.2.7** The Contractor shall integrate and install systems, subsystems, hardware, and software for product development, tests, and fielding. Integrated components include GOTS, COTS, or other provided equipment and information.

**C.3.2.8** The Contractor shall conduct system performance analysis and provide analysis reports.

**C.3.2.9** The Contractor shall participate in testing for the Government's system baselines.

**C.3.2.10** The Contractor shall participate in the System/Software/Hardware Safety activities for a program.

**C.3.2.11** The Contractor shall participate in the Information Assurance and Cyber Security activities for a program. Contractor participation in Information Assurance and Cyber Security includes documenting Standard Operating Procedures (SOPs), following/implementing Army/DoD STIGs, following/implementing security procedures/regulations, documenting technical information (e.g., design, architecture), comply with TTPs, and generate and maintain other artifacts to support the accreditation process (e.g., appointment letters, certifications of training, network diagrams, hardware/software lists)

**C.3.2.11.1** The Contractor shall support preparation of accreditation packages. Accreditation packages include DIACAP, RMF, etc.

**C.3.2.12** The Contractor shall participate in Interoperability Engineering activities for a program.

**C.3.2.13** The Contractor shall participate in Independent Verification and Validation (IV&V) activities for a program.

**C.3.2.14** The Contractor shall participate in the Materiel Release activities for a program. Refer to Army Regulation 700-142 for Materiel Release.

**C.3.2.15** The Contractor shall develop, install, checkout, and maintain tactical, Government-owned, and commercial hardware and software as part of the System/Software Support Environment (SSSE).

**C.3.2.16** The Contractor shall operate and maintain the systems/software/hardware.

### **C.3.3 SOFTWARE ENGINEERING SERVICES.**

**C.3.3.1** The Contractor shall prepare and update the Government's Software Development Plan (SDP) for individual S3I software/systems.

**C.3.3.2** The Contractor shall perform software requirements analysis and development to meet S3I customer requirements for software/systems. The requirements shall be input into the government's requirements management tools. Tools used by individual projects include DOORS, Test Track Pro, Dimensions RM, Wikis, etc.

**C.3.3.2.1** The Contractor shall prepare and execute software requirements reviews. Reviews may include SRR, Peer Reviews, sprints, scrums, Kanban reviews, etc.

**C.3.3.3** The Contractor shall evaluate, develop, maintain, and implement a software design for the requirements of systems/software. The design shall be input into the government's design tools. Tools used by individual projects include IBM Rhapsody, Enterprise Architect, Wikis, etc.

**C.3.3.3.1** The Contractor shall prepare and execute software design reviews. Reviews may include Peer Reviews, In Process Reviews, PDR, CDR, Inception Reviews, Elaboration Reviews, Construction Reviews, daily standups, sprint reviews, sprint planning, etc.

**C.3.3.4** The Contractor shall perform code and script development and unit testing for the design. The code and scripts shall be input into government source code version control systems. The code shall be documented and developed in accordance with the project's coding standards. Programming languages used include C, C++, C#, FORTRAN, Ada, Java, HTML, Angular, ATLAS, Labview/LabWindows CVI, MATLAB, PHP and other languages as dictated by the program requirements. Source code version control systems include Perforce, Subversion, Dimensions CM, Surround SCM, and others. Platforms include but are not limited to Microsoft Windows environments, Linux/UNIX variants, Real Time operating systems such as VxWorks, LynxOS, Integrity, and Android and iOS operating systems.

**C.3.3.4.1** The Contractor shall participate in the creation, operation, and maintenance of the Government's Software Development Environment for individual S3I software/systems. This includes management of Software Licenses/Renewals.

**C.3.3.5** The Contractor shall perform software testing and verification. Test procedures and results shall be input in the government's test tracking tools. Testing may include unit tests, integration tests, continuous automated tests, code quality/standard conformance verification, and formal qualification/acceptance tests. Tools used by individual projects include Test Track Pro, Wikis, JIRA, Verify, Understand, Clockwork, Code Peer, Expect, etc.

**C.3.3.6** The Contractor shall design, analyze, evaluate, develop, operate, maintain, and verify Simulations and Support Software for S3I supported systems. Simulation and Support software examples include constructive, virtual, distributed, hardware-in-the-loop and live simulations, test drivers, instrumentation, emulators/simulators, system models, code analysis tools, data collection and analysis tools to support to the design, development, and testing of a product/system.

**C.3.3.6.1** The Contractor shall develop models and representations of systems, subsystems, platforms, terrain, environment, endo/exo-atmospheric threats, and effects in simulation appropriate formats, to populate virtual and constructive environments.

**C.3.3.7** The Contractor shall perform maintenance of system software for S3I supported systems. Software maintenance includes bug fixes enhancements, and updates.

**C.3.3.8** The Contractor shall design, develop, update and maintain databases. This includes but is not limited to database design, database entry, and data base management. The databases are built in but not limited to SQL server, Oracle and Coherence.

**C.3.3.9** The Contractor shall develop statistics tracking applications. The Contractor shall collect and report product, user interface, and customer statistics in dashboard or report format.

**3.3.10** The Contractor shall collect assessment data. This includes surveys and data feeds.



**C.3.3.11** The Contractor shall design, develop, update and maintain database environments for development, integration, beta test, and production.

**C.3.3.12** The Contractor shall interface software with new and existing commercial and tactical software and hardware.

**C.3.3.13** In coordination with S3I Configuration and Data Management (CADM) office, the Contractor shall create release builds for software testing and fielding.

#### **C.3.4 HARDWARE ENGINEERING SERVICES.**

**C.3.4.1** The Contractor shall prepare and update the Government's Hardware Development Plan (HDP) for all systems that S3I has responsibility.

**C.3.4.2** The Contractor shall perform hardware requirements analysis and development.

**C.3.4.2.1** The Contractor shall prepare and execute hardware requirements reviews. Reviews may include Hardware Requirement Review (HRR), Peer Reviews, etc.

**C.3.4.3** The Contractor shall implement, evaluate, develop, and maintain hardware designs for the requirements of systems/software. Hardware designs include mechanical structures and boxes, printed circuit boards, cables, and other hardware items as dictated by the program requirements.

**C.3.4.3.1** The Contractor shall prepare and execute hardware design reviews. Reviews may include Peer Reviews, In Process Reviews, PDR, CDR, daily standup, etc.

**C.3.4.4** The Contractor shall build, fabricate, maintain, repair, and checkout system hardware and cabling. Hardware implementation includes brass boards, prototypes, demonstration/evaluation/orientation units, automated test equipment, test fixtures, and training devices for use in technical reviews, testing/qualification, configuration audits, production prove out and other program requirements/milestones as dictated by program requirements. This task may include soldering.

**C.3.4.5** The Contractor shall perform testing and verification of hardware. Hardware testing may include initial system/subsystem checkout, integration testing, production prove out, and formal acceptance testing.

**C.3.4.6** The Contractor shall update, maintain, and repair fielded system hardware.

**C.3.4.7** The Contractor shall design and develop recommended component replacements/improvements for obsolete system hardware components.

**C.3.4.8 RESERVED**

**C.3.4.9 RESERVED**



**C.3.4.10** The Contractor shall perform Additive Manufacturing. This includes proper safety procedures.

**C.3.4.10.1** The Contractor shall track and manage all materials used for Additive Manufacturing.

**C.3.4.11** The Contractor shall develop, update and maintain the hardware drawing package. The hardware drawing package may include but are not limited to mechanical drawings (3D model file and 2D files), 3D graphic files, 3D image data, 2D and 3D design data and metadata, Gerber files for circuit boards (copper layers, solder mask, legend, etc.), cable drawings, parts lists, assembly drawings, schematics, and cable interconnection drawings. Standard ASME Y14.5 for drawing packages.

**C.3.4.12** The Contractor shall operate, update and maintain the hardware development and maintenance environment. This includes maintenance of the software licenses, equipment, and storage.

**C.3.4.13** The Contractor shall develop interfaces with commercial and tactical hardware.

**C.3.4.14** The Contractor shall support Physical Configuration Audits to validate the mechanical drawings.

**C.3.4.15** The Contractor shall develop and maintain Field Programmable Gate Array (FPGA) and microcontroller firmware.

### **C.3.5 TEST ENGINEERING SERVICES.**

**C.3.5.1** The Contractor shall produce and maintain test plans, test descriptions, and test reports for systems, subsystems, hardware, and software.

**C.3.5.1.1** The Contractor shall prepare and execute test reviews. Reviews may include TRR, Post-Test Review, etc.

**C.3.5.2** The Contractor shall participate in the development, operation, and maintenance of the Test Environment. Test Environments may include automated test equipment, instrumentation, software test tools, tactical test beds/system representations, commercial test tools, stimulation/emulation systems, communications/networks, analysis tools, and software licenses.

**C.3.5.2.1** The Contractor shall produce and update the Government's Test Environment Development Plan.

**C.3.5.2.2** The Contractor shall perform test environment requirements analysis and development.

**C.3.5.2.2.1** The Contractor shall prepare and execute test environment requirements reviews. Reviews may include Test Environment Requirement Review, Peer Reviews, etc.

**C.3.5.2.3** The Contractor shall evaluate, develop, implement, and maintain the test environment requirements into a test environment design.

**C.3.5.2.3.1** The Contractor shall execute and prepare test environment design reviews. Reviews may include Peer Reviews, In Process Reviews, PDR, CDR, daily standup, sprint review, sprint planning, etc.

**C.3.5.2.4** The Contractor shall build, checkout, and operate the test environments. Hardware implementation can include building of hardware for prototypes, demonstration/evaluation units, technical review entrance/exit criteria, testing/qualification, configuration audits, and other program requirements/milestones.

**C.3.5.2.5** The Contractor shall perform verification of the Test Environment.

**C.3.5.2.6** The Contractor shall update and maintain the test environments.

**C.3.5.3** The Contractor shall execute test plans for systems, subsystems, hardware, and software.

**C.3.5.4** The Contractor shall provide support for early customer/user evaluations, demonstrations, interoperability tests/events, certification tests, operational testing, Warfighter experiments/evaluations/exercises, human factors optimization, and personnel performance. Certification and interoperability tests, include Army and Joint Interoperability Certification Tests, Tactical Data Link Interface Tests.

**C.3.5.4.1** The Contractor shall participate in the planning, execution, and analysis for test events. Events include planning meetings/conferences, site surveys, requirements reviews, system setup/integration/troubleshooting/checkout, system operation, and posttest reviews/analysis meetings.

**C.3.5.5** The Contractor shall perform environmental and vibration testing on systems and system components.

## **C.3.6 TRANSITION SUPPORT SERVICES.**

**C.3.6.1** The Contractor shall assess supportability, suitability, and availability for hardware and software system components, technical data packages, development environments, test environments, and support tools. J-STD-016 will be used for reference and information only. Refer to DA Pamphlet 700-127 for supportability considerations.

**C.3.6.1.1** The Contractor shall document supportability findings, deficiencies, and risks for systems to be transitioned. Report types include Software Supportability Assessment Reports and Software Suitability Assessment Reports.

**C.3.6.2** The Contractor shall update and prepare Transition Plans, Post Deployment Software Support (PDSS) Plans, and Post Production Software Support Plans for systems/software being transitioned to S3I.

**C.3.6.3** The Contractor shall transition, establish, and develop the SSSE hardware and software environments for systems to be transitioned to S3I. This includes but is not limited to software licenses, tactical hardware, simulation environments, and other support equipment.

**C.3.6.3.1** The Contractor shall demonstrate the capability of the development environment to replicate the software.

**C.3.6.3.2** The Contractor shall verify replicated software products for conformance to procedures and expected test results.

### **C.3.7 FIELDING AND USER SUPPORT SERVICES.**

**C.3.7.1** The Contractor shall support the S3I CADM office in the preparation, distribution, and delivery of software, systems, and support products for end user systems. Distribution may include physical media or electronic methods based on program requirements.

**C.3.7.1.1** The Contractor shall support the CADM office in the preparing and updating distribution records of software versions installed on end user hardware.

**C.3.7.1.2** The Contractor shall control and track specified parts, fielded units, and hardware maintenance in the governments tracking tools.

**C.3.7.2** The Contractor shall coordinate and schedule fielding of systems updates for end users.

**C.3.7.3** The Contractor shall assemble, install, configure, and deliver software, systems, and kits for end user systems.

**C.3.7.4** The Contractor shall provide operational support and field support including deployment of the system/software for local and remote locations. Remote locations span all theaters of operations, CONUS and OCONUS.

**C.3.7.5** The Contractor shall design, develop, configure, manage and maintain the networks and the network infrastructure. Representative networks include development, test, deployment, and operational networks as well as associated lab/support networks.

**C.3.7.5.1** The Contractor shall design, develop, update and maintain local and distributed server and website environments for development, integration, beta test, and production. This includes SSL Certificates and domain names IP addresses.

**C.3.7.5.2** The Contractor shall configure, maintain, and manage both virtual and physical servers.

**C.3.7.5.3** The Contractor shall design, develop, configure, manage and maintain portals and repositories for software, data, and multimedia storage and distribution.

**C.3.7.6** The Contractor shall provide technical editing and formatting for documents produced under this PWS.

### **C.3.8 TRAINING SUPPORT SERVICES.**

**C.3.8.1** The Contractor shall develop training programs, devices, materials, content, curriculum, and reports for projects, systems, subsystems, hardware, software, processes, and non-system specific mission tasks. Training includes tutorials, seminars, classroom presentations, educational venues, overviews, guidebooks, interactive multimedia, videos, and other types of content as dictated by program requirements. The training includes but is not limited to system and software new user, recurring, and periodic training.

**C.3.8.2** The Contractor shall conduct demonstrations and training for S3I customers, end users, and other project stakeholders including the general public.

### **C.3.9 CONFIGURATION MANAGEMENT SERVICES.**

**C.3.9.1** The Contractor shall participate in the establishment, implementation, and operation of a Developer Change Control (DCC) program for day-to-day change control of work products being developed under this PWS.

**C.3.9.2** The Contractor shall participate in managing changes to baselines and coordinate with the S3I CADM office using CADM policies, procedures, and tools.

**C.3.9.3** The Contractor shall participate in S3I Configuration Control Boards (SCCBs) for the purpose of capturing and managing the Technical Data Package (TDP) in coordination with the CADM office.

### **C.3.10 QUALITY ENGINEERING SERVICES.**

**C.3.10.1** The Contractor shall participate in the development of the Government's Quality Program Plans (QPPs) for individual S3I software/systems.

**C.3.10.2** The Contractor shall implement the project's QPP for individual S3I software/systems.

**C.3.10.3** The Contractor shall coordinate with S3I Quality Assurance (QA) to perform project level Quality Assurance activities.

**C.3.10.4** The Contractor shall provide quality program progress and status reports for quality program performance activities, problems, and plans. The project plans (i.e. QPP, CMP, SDP, or other plan) may document the program quality requirements.

### **C.3.11 SENIOR LEVEL ENGINEERING SERVICES.**

**C.3.11.1** The Contractor shall perform analysis and assessment for lifecycle computer resources. This includes resources utilization, reverse engineering of legacy systems, obsolescence analysis, language upgrades, and other trade studies, engineering evaluations, or analysis of alternatives.

**C.3.11.2** The Contractor shall analyze and implement standardization for hardware and software.

**C.3.11.3** The Contractor shall participate in concept of operations development.

**C.3.11.4** The Contractor shall perform impact assessments of DoD Acquisition Lifecycle policies, processes, documentation, and initiatives. These include DoD 5000 process and the Better Buying Power initiative and responses to higher level command inquiries.

**C.3.11.5** The Contractor shall provide domain specific lifecycle engineering support for Strategic Systems domains.

### **C.3.12 ENGINEERING SUPPORT SERVICES.**

**C.3.12.1** The Contractor shall provide Foreign Military Sales (FMS) support for all paragraphs of this PWS as required. The Contractor shall perform export administration management as required to ensure compliance with US and applicable foreign trade control regulations as the regulation relates to performance scope of the TO. The Contractor shall provide applicable export control measures to ensure trade compliance as required. Export compliance includes performing and managing all aspects of export and import authorization responsibility and accountability including planning, obtaining, activating, and export authorizations to comply with International Traffic in Arms Regulations (ITAR), Export Administration Regulations (EAR), Office of Foreign Assets Control (OFAC), Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE), U.S. Customs Border Protection and other Non-U.S. Jurisdictions or Government local laws.

**C.3.12.2** The Contractor shall develop, implement, demonstrate, assess, and train infrastructure improvements, productivity tools, processes, and techniques for system specific and non-system specific applications. Productivity tools, processes, and techniques can include technical, cost and manpower productivity improvements. Infrastructure includes S3I local area networks, hardware, applications, site assessments and analyses.

**C.3.12.3** The Contractor shall develop material for and participate in briefings, meetings, tours, demonstrations, clinics, seminars, and conferences to include on-site creation and delivery of high quality graphics/videos, briefing material, and exhibit support equipment. This includes but is not limited to capabilities and product demonstrations and tours for customers, potential customers, partners, and higher Army management.

**C.3.12.3.1** The Contractor shall capture and document meeting minutes.

**C.3.12.3.2** The Contractor shall capture and track action items.

**C.3.12.4** The Contractor shall participate in software process assessments, software process improvement planning, software process documentation, organizational metrics collection, metrics analysis, and metrics reporting. Software processes include Software Engineering Institutes Capability Maturity Model Integrated models, Agile development methods, and other state of the art processes.

**C.3.12.5** The Contractor shall research, develop, evaluate, and transition emerging technologies for technology insertion.

**C.3.12.6** The Contractor shall apply and use Government provided tools, environments, and methods for the performance of this PWS. Government provided tools and methods may include EPIC, Wiki, JIRA, Perforce, domain specific model based system engineering methods, and COTS applications. Data input into government systems may include test plans, descriptions and reports, distribution records. Add tools for drawing package and model creation.

**C.3.12.7** The Contractor shall assess and implement reuse of assets and information for all software/systems that S3I has responsibility. This activity includes reuse of software code, models, hardware designs, products, and labs for which the government has use rights.

**C.3.12.8** The Contractor shall produce and update associated TDP documentation. TDP documentation may include but not be limited to any of the following:

- Software/System Requirements Specifications:
- Software/System Design Documents
- Software/System Test Plans
- Software/System Test Descriptions
- Software/System Test Report
- Hardware Requirements Specifications
- Hardware Design Documents
- Hardware Test Plans
- Hardware Test Descriptions
- Hardware Drawings
- System and/or Software User's Manual
- Operation and Maintenance Manual
- Installation Manuals
- Hardware Setup Manuals
- System and/or Software Use

TDP documentation may be produced in electronic formats to include MS Word, FileMaker, Wikis, etc.

**C.3.12.9** The Contractor shall configure, maintain, and operate tactical, government and commercial vehicles, specialized equipment for loading/unloading equipment to include forklifts and overhead cranes, machine tools, communications infrastructure, and equipment for supporting the other activities of this PWS. An appropriate license/accreditation may be required.

**C.3.12.10** The Contractor shall package, ship, and transport materials as required for support of mission needs. Transporting materials may include hand carrying classified materials.

**C.3.12.10.1** The contractor shall develop and maintain shipping containers for components and systems.

**C.3.12.11** The Contractor shall acquire needed materials for support of activities performed under this PWS.

**C.3.12.12** The Contractor shall maintain orderly, safe, and secure work areas.

**C.3.12.13** The Contractor shall work collaboratively with other contractors internal and external to S3I and Government Partners (CRADA and EPA partners) in the performance of this PWS.

**C.3.12.14** The Contractor shall input, track, assess and address issues, defects, and change requests in the government's tracking tools. Government tracking tools include Dimensions CM, JIRA, Test Track Pro, and Team Foundation Server, etc.

#### **C.3.13 DATA ANALYTICS SUPPORT SERVICES.**

**C.3.13.1** The Contractor shall perform data analytics services. These services include data analysis, assessments of current systems, predictive analytics, prescriptive analytics, enterprise decision management, data visualization and data dissemination.

**C. 3.13.2** The Contractor shall define and implement data governance.

(END OF SECTION C)

**SECTION D**  
**PACKAGING AND MARKETING**

**D.1 DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)  
CLAUSE INCORPORATED BY REFERENCE**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

Clauses incorporated by reference

Table D.1

DFAR Clause No.	Clause Title	Date
252.245-7001	Tagging Labeling and Marking of Government Furnished Property	(Apr 2012)

**D.2 PRESERVATION AND PACKAGING**

All unclassified data delivered under this TO shall be packaged, packed, and marked as necessary to assure safe delivery to the addresses indicated on the DD Form(s) 1423. All classified data generated under this TO shall be handled in accordance with the National Industrial Security Program Operating Manual (NISPOM), dated January 1995, and the intelligence addendum attached to the contract DD Form 254, Contract Security Classification Specification, set forth at Section J, Attachment 2, hereto.

(END OF SECTION D)



## **SECTION E**

### **INSPECTION AND ACCEPTANCE**

#### **E.1 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES INCORPORATED BY REFERENCE**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

Clauses incorporated by reference

Table E.1

DFAR Clause No.	Clause Title	Date
52.246-3	Inspection of Supplies – Cost Reimbursement	(May 2001)
52.246-5	Inspection of Services – Cost Reimbursement	(APR 1984)

#### **E.2 PLACE OF INSPECTION AND ACCEPTANCE**

Inspection and acceptance of all work performance, reports, and other deliverables under this TO shall be performed by the appointed COR unless delegated to the Technical Monitor. The designated TMs shall conduct inspections of all work performance, reports, and other deliverables under this TO and provide the COR with technical input. The COR will also use the information obtained from the TMs to assess Contractor work performance reports, and other deliverables under this TO.

#### **E.3 SCOPE OF INSPECTION**

All deliverables will be inspected for content, completeness, accuracy, and conformance to Task Order requirements by the TM. Inspection may include validation of information or software through the use of automated tools, testing, or inspections of the deliverables, as specified in the TO. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality, and adequacy of all deliverables. The Government requires a period not to exceed (NTE) fifteen (15) workdays after receipt of final deliverable items for inspection and acceptance or rejection.

#### **E.4 BASIS OF ACCEPTANCE**

The basis for acceptance shall be compliance with the requirements set forth in the TO, the Contractor's proposal, and relevant terms and conditions of the contract. Reports, documents, and narrative-type deliverables will be accepted when all discrepancies, errors, or other deficiencies identified in writing by the Government have been corrected. If the draft deliverable is adequate, the Government may accept the draft and provide comments for incorporation into the final version.

Deliverable items rejected shall be corrected in accordance with the applicable clauses. All of the Government's comments on deliverables must either be incorporated in the succeeding version of the deliverable, or the Contractor must demonstrate to the Government's satisfaction why such comments should not be incorporated.

If the Government finds that a draft or final deliverable contains spelling errors, grammatical errors, or improper format, or otherwise does not conform to the requirements stated within this TO, the document may be immediately rejected without further review and returned to the Contractor for correction and resubmission. If the Contractor requires additional Government guidance to produce an acceptable draft, the Contractor shall arrange a meeting with the TM, and provide notification of the meeting outcome to the COR.

#### **E.5 DRAFT DELIVERABLES**

The Government will provide written acceptance, comments, and/or change requests, if any, within fifteen (15) workdays (unless specified otherwise in Section F) from Government receipt of the draft deliverable. Upon receipt of the Government's comments, the Contractor shall have ten (10) workdays to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

#### **E.6 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT**

The CO will provide written notification of acceptance or rejection of all final deliverables within ten (10) workdays unless specified otherwise in the TO. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

#### **E.7 QUALITY CONTROL PLAN**

The Contractor shall develop and submit a Quality Control Plan (QCP) ten (10) business days after TOA and maintain an effective quality control program to ensure services are performed in accordance with the OASIS Unrestricted Pool 3 contract and as set forth in Section C, hereto. The Contractor shall provide updates to the Contractor's QCP. The QCP shall be subject to the Government's review and approval.

The Government may find the QCP "unacceptable" whenever the Contractor's procedures do not accomplish quality control objective(s). The Contractor shall revise the QCP within ten (10) business days from receipt of notice that QCP is found "unacceptable."

The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's QCP is the means by which it assures that work complies with the requirement of the contract.

The CO may notify the Contractor of required modifications to the plan during the period of performance. Within ten (10) business days, the Contractor then shall coordinate suggested modifications and obtain acceptance of the plan by the CO.

Any modifications to the QCP during the period of performance shall be provided to the CO for review no later than ten (10) business days prior to effective date of the change.

(END OF SECTION E)

## **SECTION F**

### **DELIVERABLES OR PERFORMANCE**

#### **F.1 PRINCIPAL PLACE OF PERFORMANCE**

The principal place of performance is on Redstone Arsenal, AL and leased facilities in its local area. Work may be performed at other locations in Section J, Attachment 8 including at the Contractor's site(s). The specific addresses of the places of performance will be provided after TO award. Long-distance travel to both CONUS and OCONUS locations is expected.

The Contractor may be required to perform services:

Off-site: Any facility or location utilized by the Contractor in performance of this TO which is not under the control of a Government agency (e.g. Contractor's branch office).

On- site: Any facility or location where performance is required or directed under the TO which is under the control of a Government agency. (e.g. U.S. Government base or installation, or other Contractor facility) within the Continental U.S. (CONUS) or outside the Continental U.S. (OCONUS), as required.

#### **F.2 PERIOD OF PERFORMANCE**

This TO's maximum period of performance shall not exceed three (3) years and six (6) months.

#### **F.3 HOURS OF OPERATION**

Hours of operation will vary on a TD-by-TD basis based on mission needs.

In general, the Contractor shall provide a maximum level of support during the Government's core hours of 0600 to 1800 on a daily basis, five (5) days a week (Monday through Friday) with exceptions specified in the TDs and federal holidays. The Contractor shall align work hours to support the requirements outlined in this PWS with an average 8-hour workday consistent with the standard work schedule of the offices and activities supported. The Contractor shall operate and maintain equipment/lab infrastructure necessary for 24 hour operations where specified in the TD.

Hours of operation for OCONUS average 12 hours a day, 7 days a week, with exceptions specified in the TD. OCONUS locations include, but are not limited to, Alaska, Australia, Afghanistan, Belgium, Canada, Egypt, France, Germany, Greece, Greenland, Hawaii, Israel, Italy, Iraq, Japan, Korea, Kuwait, Marshall Islands, Netherlands, Norway, Poland, Saudi Arabia, Singapore, Spain, Sweden, Thailand, Taiwan, Turkey, Qatar, United Arab Emirates, United Kingdom, and U.S. territories and bases.

#### **F.4 OVERTIME**

Overtime will be required as specified in the TD to ensure continuity of mission/time critical surge efforts (e.g., time critical product deliveries, real world operations, field support, test planning, test execution, test analysis and reporting). The overtime ceiling will be established in Section I, FAR Clause 52.222-2, Payment for Overtime Premiums. The Technical Monitor's

concurrence is required prior to working overtime. Overtime requirements that will exceed the established ceiling will be handled IAW FAR Clause 52.222-2.

#### **F.5 DELIVERABLE AND REPORTING REQUIREMENT**

This section describes the special requirements for this effort. The following schedule of milestones will be used by the CO and COR to monitor timely progress under this TO.

Prior to delivery to the Government, data requirement deliverables shall be approved in writing by Contractor managerial personnel with authority to represent the Contractor. The contractor shall provide a list of authorized management personnel to include names, telephone numbers and e-mail addresses in accordance with (IAW) DI-MISC-80508.

In addition to any regular reporting requirements, interim reports shall be provided upon request. All interim reports shall be delivered within three (3) business days of request unless agreed to by the Government official requesting the interim report.

The Contractor shall provide all deliverables and reports in accordance with table F.5 below.

Table F.5

Section	Description	Frequency	Method and Point of Contact
Section J, Attachment 1			
	Transition-In Plan - Final	NLT 10 calendar days after TOA	COR/CO via email
	Transition-Out Plan	NLT 120 days prior to end of the last Period of Performance	COR/CO via email
	Project Management Review Meeting Report	NLT 3rd business day after meeting	COR via email
	Project Management Review	Quarterly	COR via email
	Personnel Roster	NLT 15th calendar day of month after TOA. Revisions due monthly thereafter.	COR via email
	Authorized Management Personnel	At Kick-Off Meeting and within 10 days of any changes to Authorized Management Personnel	COR via email
	Kick-Off Meeting	NLT 10 days after the TOA date	COR/CO via email
	Kick-Off Meeting Agenda & Presentation	NLT 2 days before Kick-Off Meeting	COR/CO via email
Section E			
<i>E.7</i>	Quality Control Plan (QCP)	At Kick-Off Meeting and within 10 business days of significant management/process changes	COR via email
Section G			
<i>G.13</i>	Trip Report	As Required	TM via email

## **F.6 FINANCIAL MANAGEMENT REPORTING REQUIREMENTS**

The Government will provide a complete listing of lines of accounting (LOA)/ Work Breakdown Structure (WBS/Cost Objects (the identifier used by S3I to track expenses against obligations) and corresponding dollars for each line item issued. The Government will provide additional new LOA/WBS/cost objects and corresponding dollars throughout the period of performance of the contract, as additional funds are received by S3I and obligated to the contract.

The Contractor shall maintain documentation on employees' daily assignments, and use the documentation to charge the employees' labor cost and associated material expenditures to corresponding LOA/WBS/Cost Objects and CLINs. Contractor employee labor hours worked shall be recorded daily/weekly in accordance with the Contractor's disclosed timekeeping practices and procedures.

The Contractor shall post accurate labor hours, labor cost, and material expenditures monthly to the Cost Information Management System (CIMS). All costs submitted to CIMS shall be reconciled to CLIN.

## **F.7 PUBLIC RELEASE OF CONTRACT DOCUMENTS REQUIREMENT**

The Contractor agrees to submit, within five (5) workdays from the date of the CO's request for public release contract documents (exclusive of Saturdays, Sundays, and Federal holidays), unless a different submission date is mutually agreed upon, a portable document format (PDF) file of the fully executed document with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of GSA. The Contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the Contractor in response to the contract requirement may itself be subject to disclosure under the FOIA. Submission of the proposed redactions constitutes concurrence of release under FOIA.

GSA will carefully consider all of the Contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in such executed documents may be properly withheld.

## **F.8 PLACE(S) OF DELIVERY**

All unclassified deliverables and correspondence shall be delivered to the recipients specified within the DD Forms 1423.

In addition, copies of TD deliverables shall be delivered to the CO and COR when requested.

## **FOB POINT**

FOB Redstone Arsenal AL 35898. Pickup and Delivery will be made at: Buildings 6263 and other locations CONUS and OCONUS as specified by the COR.

(The contract shall contain FAR Clause 52.247-34, “FOB Destination”)

(END OF SECTION F)

## **SECTION G**

### **CONTRACT ADMINISTRATION DATA**

#### **G.1 KICK-OFF MEETING**

No later than ten (10) work days following the TO award date, the Contractor shall schedule and attend a kick-off meeting to review the contract terms and conditions. The meeting location will be determined by the Government after award. The Government will provide a Kick-Off Meeting Agenda. The Contractor shall update the Kick-Off Meeting Agenda and return a copy of the updated agenda and presentation materials to the CO no later than 2 days prior to the Kick-Off Meeting. The Contractor shall provide a Meeting Report to the GSA CO no later than three days after the meeting.

#### **G.2 ROLES AND RESPONSIBILITIES OF KEY GOVERNMENT PERSONNEL**

The following subsections specify roles and responsibilities of key government personnel.

##### **CONTRACTING OFFICER**

The CO's authority is defined in FAR 1.602.

##### **CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

The CO will appoint a COR in writing through a COR Appointment Letter that will be provided to the Contractor upon award. The COR will receive, for the Government, all work called for by the TO and will represent the CO and work with the Technical Monitors in the technical phases of the work. The COR will provide no supervisory guidance to Contractor personnel. The COR is not authorized to change any of the terms and conditions, scope, schedule, or cost of the Contract or the TO. Changes in the scope of work will be made only by the CO by properly executed modifications to the TO.

##### **TECHNICAL MONITOR (TM)**

The CO will appoint TMs in writing through an Appointment Letter that will be provided to the Contractor upon award. The TM will receive, for the Government, all work called for by the TO and will represent the COR in the technical phases of the work. The TM will provide no supervisory guidance to Contractor personnel. The TM is not authorized to change any of the terms and conditions, scope, schedule, or cost of the Contract, TO, or TD. Changes in the scope of work will be made only by the CO by properly executed modifications to the TO.

#### **G.3 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM**

TO performance will be evaluated and captured through the Contractor Performance Assessment Reporting System (CPARS) module (located at <https://www.cpars.gov/>). At a minimum, TO performance will be evaluated by GSA Assisted Acquisition Service (AAS) on a yearly basis and upon TO completion. Evaluations of Contractor performance will be provided to the Contractor as soon as practicable after completion of the evaluation. Contractors will be given a minimum of sixty (60) days to submit comments, rebutting statements, or additional information, before it is finalized. Once the Contractor's past performance evaluation is finalized in CPARS, it will be transmitted into the Past Performance Information Retrieval System (PPIRS).



Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the TO file, and may be used by Federal agencies to support future award decisions.

#### **G.4 CONTRACT ADMINISTRATION AND MANAGEMENT**

The following subsections specify requirements for contract management, contract administration, and personnel administration.

##### **Contract Management**

The Contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. The Contractor must maintain continuity between the support operations at all CONUS and OCONUS locations and the Contractor's corporate offices.

##### **Contract Administration**

The Contractor shall establish processes and assign appropriate resources to effectively administer the TO and ensure performance of effective assistance to the Government as outlined in this Section C in support of all TDs. The Contractor shall respond to Government requests for contractual actions within three (3) business days. The Contractor shall have a single point of contact for program/technical and contract issues between the Government and Contractor personnel assigned to support this TO and all TDs. The Contractor shall assign work effort and maintain proper and accurate time keeping records of personnel assigned to work on the requirement and shall provide those records to the Government upon request.

##### **Personnel Administration**

The Contractor shall maintain training of personnel as required to perform the PWS requirements. The Contractor shall make necessary travel arrangements for employees. The Contractor shall provide necessary infrastructure to support the TO. Any mission essential personnel, if applicable, will be identified in the TD.

In addition, each approved TD will have a designated technical monitor. These technical monitors will interact daily with Contractor personnel monitoring the TD and providing input to the Contractor performance.

#### **G.5 TECHNICAL SURVEILLANCE**

Performance by the Contractor of the technical aspect of this contract shall be under the cognizance of the S3I Directorate, Aviation and Missile Research, Development and Engineering Center. The Government, through the S3I Directorate, will nominate technical monitors with technical surveillance of the Contractor, within the scope of this contract, to include CORs.

Changes to the terms or conditions of this TO shall only be made in writing, and such change shall be executed by modification of the TO by the CO. The Contractor is responsible for ensuring that all Contractor personnel are notified of this provision. All changes, whether within or out-of-scope of this TO, performed by Contractor personnel without specific prior written authorization from the CO are not considered to be authorized by the Government and shall not be binding on the Government, nor shall the Government be obligated to pay any costs

associated therewith. The Contractor assumes liability for any and all costs resulting directly or indirectly from the performance of unauthorized work by Contractor personnel.

#### **G.6 OCI SUBCONTRACT MANAGEMENT**

The Contractor shall be responsible for all subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor's performance on this requirement. The prime Contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations.

#### **G.7 CONTRACTOR PERSONNEL, DISCIPLINES, AND SPECIALTIES**

The Contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience. The Contractor shall match personnel skills to the work with a minimum of under/over employment of resources. The Contractor shall ensure the OASIS labor categories as defined in the Labor Categories document provided in Section J, Exhibit 1, labor rates, and man-hours utilized in the performance of this TO (Section C reference paragraph) and all TDs issued hereunder will be the minimum necessary to accomplish the work. The Contractor shall provide the necessary resources to manage, perform, and administer the TO.

#### **G.8 INVOICE SUBMISSION**

The Contractor shall submit Requests for Payments in accordance with the format contained in General Services Administration Acquisition Manual (GSAM) 552.232-25, PROMPT PAYMENT (NOV 2009), to be considered proper for payment. In addition, the following data elements shall be included on each invoice.

Order Number: GSQ0417DB0047

Paying Number: Invoice number sequence

Task Order/Project Number: ID04160057

Project Title: Strategic Systems Engineering Services

The Contractor shall certify with a signed and dated statement that the invoice is correct and proper for payment. The Contractor shall provide invoice backup data in accordance with the contract type, including detail such as labor categories, rates, and quantities of labor hours per labor category. The Contractor shall submit invoices as follows:

The Contractor shall utilize GSA's electronic Assisted Services Shared Information System (ASSIST) to submit invoices. The Contractor shall submit invoices electronically by logging onto the following link (requires Internet Explorer to access the link): <https://portal.fas.gsa.gov>.

Log in using your assigned ID and password, navigate to the order against which you want to invoice, click the Invoices and Acceptance Reports link in the left navigator, and then click the Create New Invoice button. The AASBS Help Desk should be contacted for support at 877-472-4877 (toll free) or by email at [AASBS.helpdesk@gsa.gov](mailto:AASBS.helpdesk@gsa.gov). By utilizing this method, no paper copy of the invoice shall be submitted to GSA or the GSA Finance Center. However, the COR may require the Contractor to submit a written — hard copy invoice with the client's certification prior to invoice payment.

## **G.9 INVOICE REQUIREMENTS**

The Contractor shall submit simultaneous copies of the invoice to both the CO, COR via encrypted email, along with all backup documentations as requested by GSA (e.g., receipts, credit card transactions reports, proof of indirect rates, monthly expenditure report) prior to its submission in ASSIST. The CO and COR shall have three (3) business days to review prior to the contractor's submission in ASSIST.

The Contractor shall:

- Maintain and submit an invoice workbook with each invoice.
- Combine CPFF and NTE charges (e.g., Labor, travel, material, equipment and CAF) in one invoice submission. Provide receipts and applicable quotes for all travel, equipment, and material purchases upon GSA request.

The final invoice should be submitted within three (3) months of contract expiration. The Contractor shall provide the Government with a monthly status on when the final invoice will be submitted to the Government upon the completion of the base period or (if exercised) an option period.

## **G.10 COST-PLUS-FIXED-FEE (CPFF) CLINS (FOR LABOR)**

The contractor shall invoice once per month in accordance with the contractor's fiscal accounting cycle on the basis of cost incurred for the CPFF CLINs. The invoice shall include the PoP covered by the invoice, CLIN number, and TD Identifier Number. All hours and costs shall be reported by CLIN (as shown in Section B), by contractor employee (not including subcontractor employee), and shall be provided for the current billing month and in total from TD inception to date. In addition, the contractor shall track sources of funding by specific TD. The Government shall provide this information to the contractor after the award of all incremental funding modifications. The contractor shall ensure all work is performed in accordance with the correct TD, CLIN, and funding source. The listing shall include separate columns and totals for the current invoice period and the project to date. The contractor shall provide the invoice data in spreadsheet form with the following detailed information:

- An employee identifier (current and past employee) (subcontractor employee data is reported by LCAT level)
- Employee company labor category
- Employee OASIS labor category
- CLIN
- TD Identifier Number(s)
- Proposed Rate
- Actual Rate
- Variance
- Current Hours
- Current Amount
- Prior Cumulative Hours
- Prior Cumulative Amount
- Total Cumulative Hours

- Total Cumulative Amount
- Fixed fee
- Cost incurred not billed
- Time period of hours billed if different than invoiced period

In addition, the contractor shall complete the LOE by TD Spreadsheet that contains the following information:

- CLIN
- TD Identifier Number and Description
- Personnel Assigned (subcontractor employee data is reported by LCAT level)
- Rates
- Billed Hours This Period
- Billed Cost This Period
- Incurred Adjusted Hours
- Incurred Adjusted Cost
- Cumulative Hours Expended
- Cumulative Costs Expended
- Prior Cumulative Hours
- Prior Cumulative Costs
- Monthly FY Hours and Cost

Monthly Hours Explanation that exceed a normal work month (e.g., 160 hours, 176 hours)

All cost presentations provided by the contractor shall also include Overhead charges, and General and Administrative charges and shall also include the Overhead and General and Administrative rates being applied.

## **G.11 TECHNICAL DIRECTION TRACKING**

In addition to the CPFF spreadsheets, the contractor shall keep a historical summary/spreadsheet of all approved TDs, to include, at minimum:

TD Identifier Number and Description

An employee identifier (current and past employee) (subcontractor employee data is reported by LCAT level)

Employee name (current and past employees) (subcontractor employee data is reported by LCAT level)

Employee company labor category

Employee OASIS labor category

Current Hours

Current Amount

Prior Cumulative Hours

Prior Cumulative Amount

Total Cumulative Hours

Total Cumulative Amount

Fixed fee

Cost incurred not billed

Time period of hours billed if different than invoiced period

TDs performed are tracked by the correct funding source

This spreadsheet shall be submitted with all CPFF invoices and monthly financial expenditure meetings.

#### **G.12 MATERIALS AND EQUIPMENT**

The contractor may invoice monthly on the basis of cost incurred for the Materials and Equipment CLIN as assigned to each TD. The invoice shall include the PoP covered by the invoice, CLIN number, and TD Identifier. In addition, the contractor shall provide the following detailed information in spreadsheet format for each invoice submitted, as applicable:

- TD Identifier Number and Description
- Approved Material Number or Identifier (provided upon Government's request)
- Materials and Equipment Purchased/Description
- Date Approved by the Government (provided upon Government's request)
- Estimate Cost (provided upon Government's request)
- Amount Billed/Invoiced
- Variance between Estimated and Billed Cost (provided upon Government's request)
- Overhead charges, General and Administrative charges
- Associated CLIN/TD
- Project-to-date totals by CLIN/TD
- Cost incurred not billed
- Remaining balance of the CLIN/TD

All cost presentations provided by the contractor shall also include Overhead charges, General and Administrative charges, and (when requested by GSA) backup documentation of purchase (e.g., receipts).

#### **G.13 TRAVEL**

Long-distance travel is defined as travel to a location over fifty (50) miles from the Contractor employee's normal duty station. Local travel will not be reimbursed. OCONUS allowances may be considered a travel related cost and would be reimbursed under the cost reimbursable travel.

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- Federal Travel Regulations (FTR) - prescribed by the GSA, for travel in the contiguous U.S.
- Joint Travel Regulations (JTR), Volume 2, Department of Defense (DoD) Civilian Personnel, Appendix A - prescribed by the DoD, for travel in Alaska, Hawaii, and outlying areas of the U.S. Department of State Standardized Regulations (DSSR) (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" - prescribed by the Department of State, for travel in areas not covered in the FTR or JTR.

The contractor shall invoice once per month in accordance with the contractor's fiscal accounting cycle for the incurred travel costs in compliance with the JTR/FTR. The invoice shall include the period of performance (PoP) covered by the invoice, the CLIN number, title, TD Identifier Number, and identify all cumulative travel costs billed by CLIN/TD as stated in Section G. The contractor shall provide separate worksheets in MS Excel spreadsheet format for travel with the following information:

- TD Identifier Number and Description
- Travel Authorization Request number or identifier, approver name, and approval date (provided upon Government's request)
- Current invoice period
- Names of persons traveling (provided upon Government's request)
- Travel Location (provided upon Government's request)
- Number of travel days (provided upon Government's request)
- Dates of travel (provided upon Government's request)
- Number of days per diem charged (provided upon Government's request)
- Per diem rate used (provided upon Government's request)
- Total per diem charged (provided upon Government's request)
- Transportation costs (provided upon Government's request)
- Total charges
- Explanation of variances exceeding 10% of the approved versus actual costs Indirect Handling Rate

All cost presentations provided by the contractor shall also include Overhead charges, General and Administrative charges, and (when requested by GSA) backup documentation of purchase (e.g., receipts).

#### **G.14 OASIS AND TASK ORDER CLOSE-OUTS**

The contractor shall cooperate with the CO to close out the TDs and TO as soon as practical after expiration, cancellation, or termination. The contractor shall provide the Government with a detailed schedule of close-out actions to be completed per TD and TO. The schedule shall at minimum include the following:

- Expected date of the final invoice shall be submitted for labor, travel, material and equipment, and CAF.
- Expected date for close-out completion.

After the PoP has ended, the contractor shall provide the CO and COR with monthly updates on the detailed close-out schedule. The contractor's close-out performance will be evaluated and captured through the CPARS module.

(END OF SECTION G)

## **SECTION H**

### **SPECIAL CONTRACT REQUIREMENTS**

#### **H.1 CONTRACTOR ACCESS ONTO GOVERNMENT FACILITIES DURING GOVERNMENT HOLIDAYS OR WEEKENDS**

Contractor personnel will not be allowed access into S3I facilities during Federal Government Holidays, weekends, non-duty hours (duty hours are normally 0600-1800) or other times when Government employees are not in attendance (e.g. inclement weather resulting in the closing of Redstone Arsenal, and other emergencies) unless such access is directed or approved by the COCOR, or TM in advance.

The following holidays are recognized by the Federal Government:

- New Year's Day, January 1
- Martin Luther King, Jr.'s Observance, Third Monday in January
- President's Day, third Monday in February
- Memorial Day, last Monday in May
- Independence Day, July 4
- Labor Day, first Monday in September
- Columbus Day, second Monday in October
- Veterans' Day, November 11
- Thanksgiving Day, fourth Thursday in November
- Christmas Day, December 25
- Any other day designated as a holiday by Federal Statute or Executive Order.

#### **H.2 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)**

The NAICS code for this TO is 541330 - Engineering Services.

#### **H.3 PRODUCT SERVICE CODE**

The product service code is R499 - Other Professional Services.

#### **H.4 SYSTEMS AND CERTIFICATIONS**

The following subsections specify requirements of systems and certifications for this TO.

##### **APPROVED PURCHASING SYSTEM**

The objective of a Contractor purchasing system assessment is to evaluate the efficiency and effectiveness with which the Contractor spends Government funds and complies with Government policy regarding subcontracting.

Prior to the award of this TO, the GSA CO shall verify the validity of the Contractor's purchasing system. Thereafter, the Contractor is required to certify to the GSA CO, no later than thirty (30) calendar days prior to the exercise of any options, the continued validity of its purchasing system. Additionally, if reviews are conducted of the purchasing system after TOA, the Contractor shall provide the results of the review to the GSA CO within ten (10) workdays from the date the results are known to the Contractor. The results shall be submitted to the GSA CO via an action memo submitted through the GSA ITSS web-based business application.



## ADEQUATE ACCOUNTING SYSTEM

The adequacy of the Contractor's accounting system and its associated internal control system, as well as Contractor compliance with the Cost Accounting Standards (CAS), affect the quality and validity of the Contractor data upon which the Government must rely for its management oversight of the Contractor and TO performance. The Contractor's cost accounting system shall be adequate during the entire period of performance and shall permit timely development of all necessary cost data in the form required by the TO.

## H.5 SECURITY CLEARANCE REQUIREMENTS

The Contractor shall comply with the requirements of **Contract Security Classification Specification (DD Form 254)**, attached hereto. In addition, the Contractor is restricted, by terms of the contract, from releasing information outside the Government and may release information inside the Government only on a "need-to-know" basis. It is the Contractor's responsibility to obtain verification, from the Cognizant Security Office, of the recipient's facility clearance, storage and safeguarding capability prior to actual release of any classified information/material.

The ability to receive and maintain a minimum Interim SECRET security clearance shall be required for all personnel. All personnel with a need shall receive and maintain, at a minimum an Interim SECRET security clearance. Some personnel shall require a TOP SECRET clearance. The Government will provide the contractor access to the SIPRNET at the Government work site as required. Access to COMSEC material and equipment, including all CCI and keying materials, as well as the use of STE and VIPR phones, is authorized, therefore a COMSEC account may be required. Access to Communications Security (COMSEC) Information, Restricted Data (RD), Critical Nuclear Weapon Design Information (CNWDI), Formerly Restricted Data (FRD), Sensitive Compartmented Information (SCI), Non-SCI, Special Access Program (SAP) Information, North Atlantic Treaty Organization (NATO) Information, Foreign Government Information (FGI), Alternative Compensatory Control Measures (ACCM) Information, and For Official Use Only (FOUO) shall also be required by certain elements of this contract. A Final SECRET clearance will be required for those individuals needing access to RD, FRD, CNWDI, SCI, Non-SCI, COMSEC, NATO, and SAP. Any additional security requirements will be stated on individual TDs.

The solicitation and resulting contract is subject to Industrial Security Regulation (ISR), DOD 5220.22-R. Procedural guidance is provided by the National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M.

Contractors shall have a destruction facility for classified or otherwise sensitive waste material maintained at off site Contractor facilities.

The following security considerations shall apply:

- The Contractor shall be required to have a **TOP SECRET facility clearance** for performance under this TO.



- The Contractor shall ensure that all personnel possess the required personnel security clearance (PCL) prior to granting access to classified information.
- The Contractor shall be a long term visitor while performing on Redstone Arsenal and shall comply with all security procedures outlined in AR 380-5, AR 380-67, and all other security directives in effect with S3I which are applicable to work conducted at S3I.
- The Contractor shall establish and maintain a Personnel Surety and Security Program (PSSP) to ensure that all personnel performing under this performance work statement meet the stated qualifications of the program, as stated in AR 380-67 and AR 25-2.
- The Contractor shall establish and maintain a System Security Program (SSP) to describe the operating procedures for safeguarding classified defense information and protection of data processing system resources and data according to the assigned sensitivity level of the facility and data.
- The Contractor shall safeguard all data, tactical automated information security (AIS), tactical systems and tactical support equipment during hours of operation and report incidents involving unauthorized access to the S3I Security Officer or designated branch point of contact.
- The Contractor shall have an Automated Data Processing (ADP) I, II, or III certification as required by AR 380-67.

## **H.6 INSTALLATION SECURITY REQUIREMENTS**

The following subsections specify installation security requirements.

### **CONTRACTS THAT REQUIRE HANDLING OR ACCESS TO CLASSIFIED INFORMATION**

The Contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified “Confidential,” “Secret,” or “Top Secret” and requires Contractors to comply with—(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); any revisions to DOD 5220.22-M, notice of which has been furnished to the Contractor.

### **ACCESS AND GENERAL PROTECTION / SECURITY POLICY AND PROCEDURES**

This standard language text is for Contractor employees with an area of performance within an Army controlled installation, facility or area. All Contractor employees, to include associated subcontractor employees shall comply with applicable installation, facility and area Commander Installation and facility access and local security policies and procedures (provided by the Government representative). The Contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. The Contractor workforce shall comply with all personal identity verification requirements as directed by DoD, Department of the Army Headquarters, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition at any

individual facility or installation change, the Government may require changes in Contractor security matters or processes. The Contractor shall be responsible for returning Common Access Cards (CACs), Installation ID Badges and building access badges to the appropriate Government Security Office upon completion of the contract or when an employee will no longer be actively performing work on the contract. All contractor employees, including subcontractor employees who are not in possession of the appropriate security clearance or access privileges, will be escorted in areas where they may be exposed to classified and/or sensitive materials and/or sensitive or restricted areas.

#### **FOR CONTRACTORS REQUIRING COMMON ACCESS CARD (CAC)**

Before CAC issuance, the Contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The Contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management. The Contractor shall register for an Army Knowledge Online (AKO) account.

#### **CONTRACTORS THAT DO NOT REQUIRE CAC, BUT REQUIRE ACCESS TO A DOD FACILITY OR INSTALLATION**

Contractor and all associated sub-Contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

#### **PROTECTION AND HANDLING OF "FOR OFFICIAL USE ONLY" INFORMATION**

Information and/or material identified 'For Official Use Only' (FOUO) shall be protected and handled in accordance with the following:

##### **DEFINITION**

Information that has not been given a security classification pursuant to the criteria of an Executive Order, but which may be withheld from the public for one or more reasons cited in FOIA Exemptions 2 through 9 shall be considered as being For Official Use Only. No other material shall be considered or marked "For Official Use Only" (FOUO). FOUO is not authorized as a form of classification to protect national security interests.

##### **SAFEGUARDING FOUO INFORMATION**

During Duty Hours: During normal working hours information determined to be FOUO shall be placed in an out-of-sight location if visitors, casual traffic and other non-Government/non-Contractor personnel have access to the work area. During Non-duty Hours: At the close of

business, FOUO records shall be stored so as to preclude unauthorized access. Filing such material with other unclassified records in unlocked files or desks, etc., is adequate when normal U.S. Government or Government/Contractor internal building security is provided during non-duty hours. When such internal security control is not exercised, locked buildings or rooms normally provide adequate after-hours protection. If such protection is not considered adequate, FOUO material shall be stored in locked receptacles such as file cabinets, desks or bookcases.

### **TRANSMISSION OF FOUO INFORMATION**

FOUO information will be transported in a manner that precludes disclosure of its contents. When not commingled with classified information, FOUO information may be sent via first-class mail or parcel post. Shipments that otherwise qualify under postal regulations may be sent fourth-class mail. Transmittal documents will call attention to the presence of FOUO Attachments.

### **TERMINATION, DISPOSAL AND UNAUTHORIZED DISCLOSURES**

Termination: The originator or other competent authority, e.g., initial denial and appellate authorities, shall terminate 'For Official Use Only' markings or status when circumstances indicate that the information no longer requires protection from public disclosure. When FOUO status is terminated, all known holders shall be notified, to the extent practical. Upon notification, holders shall efface or remove the 'For Official Use Only' markings, but records in file or storage need not be retrieved solely for that purpose.

Disposal: FOUO materials shall be destroyed using a method that is compliant with the NISPOM and any local installation procedures when working at a Government facility. When local circumstances or experience indicates that this destruction method is not sufficiently protective of FOUO information, local authorities may direct other methods but must give due consideration to the additional expense balanced against the degree of sensitivity of the type of FOUO information contained in the records.

Unauthorized Disclosure: The unauthorized disclosure of FOUO information does not constitute an unauthorized disclosure of DOD information classified for security purposes. Appropriate administrative action should be taken, however, to fix responsibility for unauthorized disclosure whenever feasible, and appropriate disciplinary action should be taken against those responsible. The DOD component that originated the FOUO information shall be informed of its unauthorized disclosure.

## **H.7 IDENTIFICATION OF CONTRACTOR EMPLOYEES**

Contractor personnel shall be required to obtain and maintain security badges and adhere to the security requirements of the installation. The Contractor (to include subcontractors) shall provide each employee a Company Identification (ID) Badge, which includes at a minimum, the Company Name, Employee Name and a color photo of the employee. The Contractor (to include subcontractors) shall also coordinate with the S3I Directorate to obtain a CAC and a Garrison Badge for each employee requiring access to the S3I Campus.

ID Badges shall be worn at all times during which the employee is performing work under this contract. Each Contractor (to include subcontractors) employees shall wear the ID Badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit.

The S3I Security Office shall be responsible for collection of Redstone Arsenal ID Badges upon completion of the contract or termination of employee. If government Security Office is not available, all access credentials should be returned to the Contractor Facility Security Officer. A listing of issued identification cards shall be furnished to the CO prior to the contract performance date and updated as needed to reflect Contractor and subcontractor personnel changes IAW DI-MGMT-80508.

Foreign owned companies and foreign national Contractors will only be permitted to perform under this contract when there are no qualified U.S. companies and /or U.S. Contractors. Any non-U.S. Citizen working under this TO must first be approved by the CO.

All contract personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials.

Failure to safeguard any privileged information which may involve the Contractor or the Contractor's personnel, or to which they may have access, may subject the Contractor and/or Contractor's personnel to criminal liability under Title 18, section 793 and 7908 of the United States Code. Provisions of the Privacy Act apply to all records and reports maintained by the Contractor.

## **KEY CONTROL**

The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop and follow procedures covering key control that shall be included in the Standard Operating Procedures. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the CO. In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the CO, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor. The Contractor shall prohibit access to Government issued keys/key cards by unauthorized personnel other than the Contractor's employees. The Contractor shall prohibit entry into controlled areas by unauthorized personnel other than the Contractor's employees

engaged in the performance of assigned work in those areas, or personnel authorized entrance by the CO.

## **LOCK COMBINATIONS**

The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations.

## **H.8 SECURITY TRAINING REQUIREMENTS**

The following sub-sections provide details of various security-related training requirements for this task order. The Contractor shall register its employees in the S3I Training Database to document completion of mandatory training requirements, in addition to any domain specific training sites (e.g., Army Training Certification Tracking System (ATCTS)). The Contractor shall retain the most current certificates of completion for each affected Contractor employee and subcontractor employee.

### **ANTITERRORISM (AT) LEVEL 1 TRAINING**

This provision/contract clause is for Contractor employees with an area of performance within an Army controlled installation, facility, or area (i.e. Government site employees). All Contractor employees, to include subcontractor employees, requiring access to government installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after issuance of the CAC. AT Level I awareness training is available at the following website: <https://jkodirect.jten.mil>.

### **ANTI TERRORISM AWARENESS TRAINING FOR US BASED CONTRACTOR PERSONNEL TRAVELING OVERSEAS**

This provision/contract clause requires US based Contractor employees and associated sub-Contractor employees (i.e. both Government and Contractor site employees) to make available and to receive Government provided area of responsibility (AOR)-specific Antiterrorism (AT) awareness training as directed by AR 525-13. Specific AOR training content is directed by the combatant commander, with the unit ATO being the local point of contact. The Government Technical Monitor will flow this requirement via the specific Technical Direction requiring the overseas travel.

### **iWatch TRAINING**

This provision/contract clause is for Contractor employees with an area of performance within an Army controlled installation, facility or area (i.e. Government site employee). The Contractor and all associated subcontractor employees shall attend in-person training on the local iWatch program. This training will inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within thirty (30) calendar days of new employees commencing performance.

### **THREAT AWARENESS REPORTING PROGRAM TRAINING**

For all DoD Contractors with security clearances (i.e. both Government and Contractor site employees with security clearances). Per AR 381-12 Threat Awareness and Reporting Program

(TARP), Contractor employees must receive annual TARP training presented by a Counterintelligence Special Agent. Contact the Redstone Arsenal MI Detachment at 256-313-5186 for scheduling.

### **SECURITY EDUCATION, TRAINING & AWARENESS (SETA) TRAINING**

This provision/contract text is for Contractor employees with an area of performance within an Army controlled installation, facility or area (i.e. Government site employees). All Contractor employees, to include subcontractor employees, requiring access to government installations, facilities and controlled access areas shall complete annual mandatory SETA awareness training within 30 calendar days receipt of CAC. The following URL is made available for your training: <https://www.lms.army.mil>. Upon completion of the training, you must provide certification to the Information Security Officer. Security Education, Training & Awareness covers Information Security, Personnel Security and Industrial Security Programs.

### **COMBATING TRAFFICKING IN PERSONS, CYBER AWARENESS CHALLENGE, PERSONAL IDENTIFICATION INFORMATION (PII) and SEXUAL HARASSMENT ASSAULT RESPONSE PROGRAM (SHARP) TRAINING**

This provision/contract text is for Contractor employees with an area of performance within an Army controlled installation, facility or area (i.e. Government site employees). All Contractor employees, to include subcontractor employees, requiring access to government installations, facilities and controlled access areas shall complete Combating Trafficking in Persons, Cyber Awareness Challenge, Personal Identification Information (PII), and Sexual Harassment Assault Response Program (SHARP) training.

#### Instructions:

##### *Combating Trafficking:*

Click the link and view the slide show - 2018 Combating Trafficking in Persons

[https://knowledgecenter.amrdec.army.mil/DocumentCenter/Documents/STV15\\_364\\_CTIP.pdf](https://knowledgecenter.amrdec.army.mil/DocumentCenter/Documents/STV15_364_CTIP.pdf)

##### *Cyber Awareness Challenge:*

Use Link: <https://ia.signal.army.mil/dodiaa/default.asp> to access the training. Register as a new user using your AKO email

##### *PII:*

This online class is a mandatory annual training requirement for all DoD Civilian, Contractor and Military personnel. It is designed to help employees identify and safeguard Personally Identifiable Information.

1. Click on the following link and Launch New Identifying & Safeguarding Personally Identifiable Information (PII) Version 2.0 <http://iatraining.disa.mil/eta/piiv2/launchPage.htm>
2. At next screen, Click on each tab starting with "Course Overview"

##### *SHARP:*

1. Go to ALMS Homepage: (<https://www.lms.army.mil>)

2. Search (left side menu under Home) for Sexual Harassment/Assault Response and Prevention Standing Strong Training.
- \*\*\*Please note this version is the FY1 training despite the title indicating it is FY15\*\*\*
3. Click on “Begin Registration”
4. Click on “Register for Selected Program”
5. There are three modules for SHARP; all three must be checked off and completed:
  - a. Lesson 00: Letter of Instruction
  - b. Lesson 01: Training Content
  - c. Lesson 02: Course Exam
6. After all three modules are checked off click “Complete Registration”
7. Go into “In Progress Learning” (left side menu)
8. Find the SEXUAL HARASSMENT/ASSAULT RESPONSE AND PREVENTION STANDING STRONG TRAINING (please ensure you select the one you just registered for and not a previous registration) and click the + sign to the left of the name to open the modules
9. Click the + again next to “Required Modules” to open the lessons
10. Click the + for the module you will be working on and then click the “Launch” button in the grey box that appears.
11. After each module you will need to go back to the “In Progress Learning” and click on the + to go to the next module
12. After clicking “Launch” a new screen will come up listing the module and you will need to click “Launch” again.
13. For Lesson 01, a new screen will open with two options on the left; click on the blue “Standing Strong” link to start the module.
14. There will be four videos you will need to click through in order to complete this module.
15. After completion of all four modules you will need to take the exam and get an 80% or higher.

If you are still having trouble with ALMS after going through all of these steps please contact the ALMS help desk for assistance 1-800-275-2872.

## **OPSEC TRAINING**

Required for all DoD Contractors with security clearances (i.e. both Government and Contractor site employees with security clearances) and a CAC. Level I OPSEC Awareness Training: Per AR 530-1, Operations Security, all Contractor employees, to include subcontractor employees shall complete Level I OPSEC Awareness Training within thirty (30) calendar days of receipt of CAC.

### **Instructions:**

1. Use the following URL to access the course: <https://www.lms.army.mil/>
2. Click on Mandatory Training and then click on Army OPSEC Level 1 (Newcomers and Refresher)
3. Follow directions to launch and complete the course.

## **INFORMATION ASSURANCE (IA) / INFORMATION TECHNOLOGY (IT) TRAINING AND/OR CERTIFICATION**



Per DoD 8570.01-M , DFARS 252.239.7001 and AR 25-2, the Contractor employees supporting IA/IT functions shall be appropriately trained and/or certified, as required upon contract award. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award. Additional training for IA workforce positions must be completed within six (6) months.

This online class is a mandatory annual training requirement for all DoD Civilian, Military, and contractor personnel. It's goal is to maintain and reinforce quality performance of security responsibilities. It also addresses the threat and the techniques employed by foreign intelligence activities attempting to obtain classified information, and advise personnel of penalties for engaging in espionage activities.

Instructions:

1. Click on the link, it will take you to ALMS: <https://www.lms.army.mil/>
2. Once in ALMS click on the left side MANDATORY TRAINING.
3. Click on the launch button beside the class: INFORMATION SECURITY PROGRAM TRAINING. \*\*\*there are 2 sections to this training (Information Security Program Training Letter of Instruction/LOI) and Initial Security Orientation P1 Final IMI\*\*\*
4. Complete the class and print certificate.

If you need additional assistance, or encounter issues or errors, please contact the Army Training Help Desk (ATHD): <https://athd.army.mil/> ,Email: [athd@athdmail.army.mil](mailto:athd@athdmail.army.mil), or Phone: 1-800-275-2872 - Please listen for the ALMS option.

## **GOVERNMENT INFORMATION SYSTEMS AND INFORMATION AWARENESS REQUIREMENTS**

All Contractor employees with access to a government info system must be registered in the ATCTS at commencement of services, and must successfully complete the DOD Cyber Awareness Challenge Training prior to access to the IS and then annually thereafter, and must sign an Acceptable Use Policy (AUP). Report shall be DI-MGMT-80508.

## **SECURITY REQUIREMENTS FOR OVERSEAS TRAVEL**

The Contractor may be required to travel overseas during the TO PoP. The Contractor shall adhere to the regulations stated in Section H.21.1 - Travel Regulations and ensure all Contractor personnel traveling overseas have the required documentation and approvals.

For travel requirements/restrictions to any other foreign country, see the Foreign Clearance Guide (FCG) at the following website for applicable information:  
<https://www.fcg.pentagon.mil/fcg.cfm>.

The Contractor shall stay abreast on all overseas security requirement changes and implement these changes as they occur.

## **H.9 NON-PERSONAL SERVICES**

GSA will neither issue a TO nor issue a TD to provide services prohibited by FAR Part 37.1. The administration and monitoring of the Contractor's performance by GSA or the Client Representative(s) shall not be as detailed or continual as to constitute supervision of Contractor



personnel. Government personnel may not perform any supervisory functions for Contractor personnel, such as interviewing, appraising individual performance, scheduling leave or work, or directing how to perform work.

GSA meets the needs of its clients for support through non-personal services contracts/TOs. To counter the circumstances that infer personal services and to preserve the non-personal nature of the contract/TO, the Contractor shall adhere to the following guidelines in the performance of the task.

- Provide for direct supervision of all contract employees assigned to the task.
- Refrain from discussing the issues such as skill levels and hours, salaries, cost and funding data, or administrative and personnel matters affecting Contractor employees with the client.
- Ensure close communication/coordination with the GSA CO, reporting problems to them as they occur (not waiting for a meeting).
- Do not permit Government officials to interview potential Contractor employees, discuss individual performance, approve leave or work scheduling of Contractor employees, terminate Contractor employees, assist Contractor employees in doing their jobs or obtain assistance from the Contractor in doing Government jobs.
- Do not assign Contractor personnel to work under direct Government supervision.
- Maintain a professional distance from Government employees.
- Provide Contractor employees with badges, if appropriate, identifying them as Contractors.
- Ensure proper communications with the Government. Technical discussions and Government surveillance are acceptable, but the Government cannot tell the Contractor how to do the job.
- Assign a point of contact to the TD. The point of contact or alternate shall be the only one who accepts works from the assigned Government point of contact or alternative.
- When travel is required for the performance, Contractor personnel are only to travel as directed by the contact.

## **H.10 CONFLICT OF INTEREST**

### **ORGANIZATIONAL CONFLICT OF INTEREST (OCI)**

Compliance with this clause is a material requirement of this TO.

#### **1. DEFINITIONS**

(a) “Organizational Conflict of Interest” (OCI) means that because of other activities or relationships with other entities, a Contractor is unable, or potentially unable, to render impartial assistance or advice to the Government, the Contractor’s objectivity in performing the contracted work is or might be otherwise impaired, or a Contractor is in a position to have an unfair competitive advantage as a result of the knowledge, information, and experience gained during the performance of this TO. All actual or potential OCI situations shall be handled in accordance with FAR Subpart 9.5.

(b) “Contractor” for the purpose of these OCI provisions means the Contractor, including any company or current or future entity such as a business organization of which it is a part (i.e., parent company), its current or future subsidiaries, divisions, affiliates, any joint venture involving the Contractor, and any entity which the Contractor or any successor or assignee of the Contractor uses currently or in the future as a prime Contractor, subcontractor, or consultant to either the prime Contractor or a subcontractor under this TO. “Affiliates” is as defined in FAR Subpart 2.1.

(c) “S3I” refers to the AMRDEC Systems Simulations, Software and Integration Directorate.

## 2. GENERAL TERMS

(a) The CO has the sole authority to determine whether an organizational conflict of interest exists and to determine whether the organizational conflict of interest has been reasonably mitigated or resolved. The CO’s decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final and is not subject to the clause of this TO entitled “DISPUTES” (FAR 52.233-1).

(b) The Contractor shall include this requirement in its entirety in all subcontracts of any tier, which involve access to information, or situations/conditions covered by the preceding paragraphs, substituting “subcontractor” for “Contractor” where appropriate.

(c) The Government may waive application of this clause, or any of its parts, when it is determined in writing by the CO to be in the best interest of the Government to do so.

## 3. DISCLOSURES and NOTIFICATIONS

(a) Relative to TO pre-award OCI Risk Mitigation procedures, the Contractor must submit an OCI mitigation plan with their proposal if they suspect there might be OCI issues with the development or submission of their proposal that conflict with the principals listed in FAR 9.505, -1, -2, -3 and -4. This mitigation plan should list, in specific detail, the issue(s) that constitute the potential OCI, how the issues originated, and draft plan on how to mitigate the OCI, any other pertinent facts or assumptions that lead the Offeror to believe an OCI issue exists with their proposal. This OCI mitigation plan will be evaluated for its acceptability, and if found acceptable, the Offeror will be allowed to participate in the subject solicitation.

(b) A list of categories and representative examples of S3I supported systems covered by this TO is set forth in the Virtual Reading Room. It is the Contractor's responsibility to identify to the Government any contracts they possess for these systems, major components of these systems, or support services for these systems as a prime Contractor, as a subcontractor, or as a consultant with either the weapon system prime Contractor or major subcontractor. If the Contractor is currently providing support, or anticipates providing support, to the Government that presents an actual or potential OCI with the requirements for this acquisition, the Offeror shall to the best of its knowledge and belief identify any such potential OCI and work with the Government to take steps to either mitigate the OCI or move the work to an alternative contract vehicle to avoid the potential OCI, and except as otherwise set forth in the TO, the Contractor does not have any

organizational conflict of interest(s), or potential organizational conflicts of interest, as defined in paragraph 1(a).

(c) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest; it shall make immediate and full disclosure in writing to the CO. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the CO in making a determination on this matter. Notwithstanding this notification, the Government may terminate the TO for the convenience of the Government if determined to be in the best interest of the Government.

(d) The Contractor shall promptly notify the CO, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities, to include products or activities where the Contractor acted as a subcontractor, or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

#### 4. ACCESS TO PROPRIETARY INFORMATION

(a) The Contractor shall train and inform employees performing on this TO of Subpart 9.5 of the FAR and this provision, and shall execute a Contractor-Employee Personal Financial Interest Disclosure and Protection of Sensitive Information Agreement as appropriate before allowing access to any proprietary information and within five (5) calendar days of the employee beginning to perform on this TO.

(b) The Contractor agrees to enter into a written agreement with any firm whose proprietary data is used in connection with performance of the TO, to protect all proprietary information from unauthorized disclosure or use for as long as it remains proprietary, and to furnish the CO with executed copies of all such agreements within five (5) calendar days of signing such agreements and to refrain from using any proprietary information in supplying to the Government goods or services or for any purpose other than that for which it is intended. All such written agreements shall include, at a minimum, the information required in H.13. If the CO determines that said written agreement is not adequate, the Government has the right to withhold access to the proprietary data. The Contractor agrees that any data furnished by the Government shall be used only for performance under this TO, and all copies of such data shall be returned to the Government upon completion of the effort. Any data furnished by the Government containing trade secrets or commercial or financial data of other Contractors shall be treated as proprietary data. Additionally, the Contractor shall not disclose outside of S3I Government Officials any data, products, results, or recommendations generated in the performance of this TO except as may be expressly directed by the CO.

(1) In accordance with DFARS 252.204-7000 Disclosure of Information (AUG 2013), the Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any proprietary information provided to the Contractor by the Government during or as a result of performance of this TO. Such information includes, but is not limited to, information submitted to the Government on a confidential basis

by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g. where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) In accordance with DFARS 252.204-7000 Disclosure of Information (AUG 2013), the Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this TO.

(3) The prohibitions contained in subparagraphs 4(b)(1) and 4(b)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph 3(c) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph 4(b).

## 5. RESTRICTIONS OR RESTRAINTS

### Pre-Award OCI

Any Contractor who makes a disclosure of S3I supported systems covered by this TO, pursuant to paragraph 3(b), and whose proposed mitigation plan is deemed unacceptable by the Government shall be ineligible for award of this TO.

### Post-Award OCI

(a) The effort to be performed by the Contractor under this TO is of such a nature that significant potential OCIs, including but not limited to those OCIs described in paragraph 5(b), may exist on this TO and on a future acquisition(s). In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this TO shall be limited as described below and in accordance with the requirements of FAR Subpart 9.5. The Contractor's attention is directed to this restraint clause which is consistent with and in accordance with FAR 9.507-1 and 9.507-2. The terms of this restraint clause are not subject to negotiation; however, any desired clarifications or explanations concerning this clause may be directed in writing to the CO.

(b) During the performance of this TO, the Contractor may be requested to participate in the development and test of hardware, software, or data related to weapons systems, assemblies, subassemblies, and associated equipment managed by S3I customers or directly supported by S3I, including performing testing of first article and quality verification samples. These items are contractually sensitive so the associated test areas are for limited access only due to the possibility of proprietary infringement or test results being compromised.

Therefore, the Contractor shall identify the existence of all outstanding contracts with DOD for products which require either first article testing or quality verification testing under this TO.

The Contractor shall work with the Government to identify a mutually acceptable avoidance, neutralization, or mitigation strategy for any products which will undergo first article testing or quality verification testing under this TO where a potential OCI has been identified. The strategies could include the Government identifying an alternate contract vehicle to perform the work in question, a Government specified subcontract arrangement where fee is withheld, or other deviations from the PWS as agreed to by the Government.

The Contractor agrees that during the period of performance of this TO, the Contractor shall not participate as a prime Contractor, subcontractor, or consultant to the prime Contractor in the development or production of any system assemblies, subassemblies, and associated equipment that undergoes test and evaluation at the S3I without the prior written approval of the CO. The Contractor shall work with the Government throughout the performance of this Task Order to identify all potential OCIs and to mitigate the OCI in accordance with the approved OCI Mitigation Plan.

(c) The Contractor further agrees that, during the performance of this TO and for a period of one year after completion of performance of this TO, the Contractor, any affiliate of the Contractor, any subcontractor, officers of the company participating in the TO, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assignee of the Contractor, which performed services directly related to a system or component, shall not furnish to the United States Government, either as a prime Contractor or as a subcontractor, or as a consultant to a prime Contractor or subcontractor, said system, components or services which are the result of work statements generated or requirements defined under this TO, if any. This exclusion does not apply to any competition for the same services furnished pursuant to this TO. In the event that the Contractor and Government agree that the Contractor perform work that creates a potential OCI, the Contractor shall submit their planned mitigation strategy for approval prior to initiation of that effort; failure to identify the creation of a potential OCI prior to initiation of that effort indicates the Contractor's acceptance of the restrictions in this clause on furnishing those products on future contracts or TOs.

As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this TO from a source other than the Contractor, subcontractor, affiliate, or assign of either, during the course of performance of this TO or before the one year period following completion of this TO has lapsed, the Contractor may, with the authorization of the cognizant CO, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized by the cognizant CO to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(d) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this TO; nor, shall this requirement preclude the Contractor from participating in research and development or delivering any design development model or prototype of any such equipment. Additionally, sales of catalog or standard commercial items not the subject of any restraint term herein are exempt from this requirement.

## 6. REMEDIES

(a) Notwithstanding paragraph 3(c) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this TO or becomes, or should become, aware of an organizational conflict of interest after award of this TO and does not make an immediate and full disclosure in writing to the CO, the Government may terminate this TO for default.

(b) In the event the Contractor, or any of its employees, agents, or subcontractors fail to comply with the provisions of this clause, such non-compliance shall be deemed a material breach of TO for which the Government reserves the right to terminate the TO for default and/or resort to such other rights and remedies as provided for under the basic contract, this TO, and under the Federal law of contracts. Non-compliance with the provisions of this clause may also adversely affect the determination of Contractor responsibility in future Government acquisitions.

### **H.11 BUSINESS RELATIONS**

The Contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The Contractor shall manage the timeliness, completeness, and quality of execution and problem identification to ensure effective contract performance. When required or otherwise requested by the Government, the Contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The Contractor shall insure customer satisfaction and professional and ethical behavior of all Contractor personnel during performance of this effort.

### **H.12 NON-DISCLOSURE REQUIREMENTS**

If the Contractor acts on behalf of, or provides advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, then the Contractor shall execute and submit a Corporate Non-Disclosure Agreement (NDA) Form and ensure that all its personnel (to include subcontractors, teaming partners, and consultants) who will be personally and substantially involved in the performance of the TO:

- Are listed on a signed Addendum to Corporate NDA Form prior to the commencement of any work on the TO,
- Are instructed in the FAR 3.104 requirements for disclosure, protection, and marking of Contractor bid or proposal information, or source selection information, and
- Are instructed in FAR Part 9 for third-party disclosures when acting in an advisory capacity.

All proposed replacement Contractor personnel also must be listed on a signed Addendum to Corporate NDA and be instructed in the requirements of FAR 3.104. Any information provided by Contractors in the performance of this TO or obtained by the Government is only to be used in the performance of the TO. The Contractor shall put in place appropriate procedures for the protection of such information and shall be liable to the Government for any misuse or unauthorized disclosure of such information by its personnel, as defined above.

### **H.13 ASSOCIATE CONTRACTOR AGREEMENTS**

The Contractor may be required to enter into Associate Contractor Agreements (ACAs) for any portion of the contract requiring joint participation in the accomplishment of the Government's requirement. All ACAs shall be submitted through the GSA business application, ITSS (<https://portal.fas.gsa.gov/web/guest>) as an action memo for CO review/approval. The agreements should include the basis for sharing information, data, technical knowledge, expertise, and/or resources essential to the integration of the (insert name of the program or project), which ensures the greatest degree of cooperation for the development of the program to meet the terms of the contract. Associate Contractors are listed below.

#### **ACAs include the following general information:**

- Identify the associate Contractors and their relationships.
- Identify the program involved and the relevant Government contracts of the associate Contractors.
- Describe the associate Contractor interfaces by general subject matter.
- Specify the categories of information to be exchanged or support to be provided.
- Include the expiration date (or event) of the ACA.
- Identify potential conflicts between relevant Government contracts and the ACA; include agreements on protection of proprietary data and restrictions on employees.
- A copy of such agreement shall be provided to the CO for review before execution of the document by the cooperating Contractors.
- The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of a failure to resolve a disagreement with an associate Contractor.
- Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.
- All costs associated with the agreements are included in the negotiated cost of this contract. Agreements may be amended as required by the Government during the performance of this contract.

#### **The following Contractors (include but not limited to) are associate Contractors with whom agreements may be required:**

The primes and subcontractors performing work on the following S3I acquisition vehicles: BASES, EESS, AESCRS, SCRS, S3E, Battlefield, Strategic, Virtual, UAH, GTRI, LTPO IV&V, S3I Program Management TO, JSIL UAS Engineering and Technical Services contracts, IUID Marking, HDSS.

### **H.14 GOVERNMENT-FURNISHED PROPERTY (GFP)**

The Contractor shall safeguard and secure all GFP in accordance with DoD governing policies and procedures. All GFP including, but not limited to, IT equipment, software, communication devices, telephones, access cards, office furniture, and supplies shall be returned to TPOC prior to the departure of each responsible Contractor employee or at the end of the TO whichever date comes earlier. Use of all GFP for other than Government work is strictly prohibited.

#### **H.15 GOVERNMENT FURNISHED MATERIALS**

The Contractor shall be provided the workspace, data and access to buildings on Redstone Arsenal in order to perform the requirements herein. The Contractor employees will be provided access to computers, computer network, wireless devices, and telephone/wireless services. The Government maintains control over all Government property. Contractors (and subcontractors) may be issued temporary hand receipts (DD1149) for day to day responsibility of assigned equipment. Any Government property, material, etc. shall be returned to the S3I within ten (10) days after TO completion. The Contractor shall be liable for any damage that has been determined to be caused by negligence or misuse.

The Government reserves the right to change, alter, and/or modify the facilities being provided to the Contractor. The Government will also provide access to the infrastructure and all related network and computer devices required to perform the work in Section C.

#### **H.16 PROPERTY ACCOUNTABILITY**

- a. Accountability of facilities and equipment (except when transferred to the Contractor as specified below) will remain with the Government throughout TO performance.
- b. In accordance with FAR 52.245-1, Government Property, and FAR Part 45, Subpart 5, the Contractor shall establish a written property control system. The system shall address the control, protection, preservation, and maintenance of all Government property made available to the Contractor. The property control plan shall be submitted to the S3I Equipment Manager for review and to the CO for approval.
- c. The Contractor shall be accountable for equipment removed from the Government premises and utilized by the Contractor in performance of projects under the TO. Accountability shall be established by DD Form 1149. The Contractor shall be accountable for equipment utilized by the Contractor personnel in performance of projects under the TO. Accountability shall be established by individual with a signed hand receipt.
- d. Accountability of facilities and equipment (except when transferred to the contractor as specified below) will remain with the Government throughout TO performance. The transfer of government furnished property will be accomplished on a DD Form 1149, Shipping Document, from the Hand Receipt Holder in each Division of S3I. The contractor shall track property by Hand Receipt Holder and return all property to respective Hand Receipt Holders at the end of the contract.
- e. In accounting for government property in its possession, the Contractor shall comply with provisions of AR 710-2 and AR 58-1.

#### **H.17 GOVERNMENT PROPERTY AVAILABLE FOR CONTRACTOR USE ON A RENT-FREE, NON INTERFERENCE BASIS**

- a. Addendum 1, "Facilities and Equipment Description", to the performance work statement, lists various Government facilities and test equipment which may be available to the Contractor on a rent-free, non-interference basis, for the duration of the contract, to accomplish the required efforts.



The Government will provide the necessary office and laboratory to the Contractor.

- b. Phone services and utilities will be provided for personnel located within Government furnished facilities. Mobile phones will be provided as determined by the government to be necessary to meet mission requirements.
- c. It is agreed that the Government will have the right to furnish any additional property necessary for the performance of the work hereunder and not otherwise contemplated by other provisions of this contract.

#### **H.18 KEY PERSONNEL**

The following are the only personnel who shall be designated as Key. The Key Personnel must possess all Mandatory requirements at time of proposal.

- Program Manager (PM)
- Deputy Program Manager (DPM)

#### **PROGRAM MANAGER (PM) AND DEPUTY PM**

The Contractor shall identify a PM to serve as the Government's primary POC. The PM is required to provide overall leadership and guidance for all Contractor personnel assigned to the TO including assigning taskings to Contractor personnel, supervising on-going technical efforts, and managing overall TO performance. The PM is responsible for the quality and efficiency of the TO, to include both technical issues and businesses processes. It is required that the PM be an employee of the prime Contractor and have the authority to commit the Contractor's organization and make decisions for the Contractor's organization in response to Government issues, concerns, and comments, as well as be proactive in alerting the Government to potential contractual or programmatic, and resource limitations issues. The Deputy PM will assist the Program Manager with managing the program and may represent the PM. The PM and Deputy PM shall work on-site at the S3I Directorate in Redstone Arsenal, AL and may be required to travel.

At a minimum, it is *required* that the **PM** possesses the following qualifications:

- Experience managing a DoD program similar in size and complexity referenced under this TO.
- Bachelor's degree in a technical or engineering field with 20 years of program management experience
- Secret Security Clearance

At a minimum, it is *required* that the **DPM** possess the following qualifications:

- Experience working a DoD program similar in size referenced under this TO.
- Bachelor's degree in a technical or engineering field with 15 years of program management experience
- Secret Security Clearance

## **KEY PERSONNEL SUBSTITUTION**

Key personnel for this contract are the PM and the Deputy PM. The Contractor shall not substitute key personnel unless the substitutions are unavoidable; Contractor shall promptly notify the COR. Contractor shall submit to the COR a notification of all substitutions; requests will be in writing and submitted at least thirty (30) days in advance.

Contractor shall provide, to the GSA CO and COR, a detailed explanation for any proposed changes or substitution of personnel and shall ensure proposed personnel possess qualifications equal to or exceed the incumbent personnel. Performance under this TO shall not be affected as a result of substitutions of personnel by the Contractor.

The Contractor shall be responsible for all cost including labor hours associated with the equivalent training of replacement personnel when Contractor personnel who have received Government-funded training leave and are replaced. This applies to all personnel. The Contractor shall train replacement personnel for seamless support of services. The training shall be provided within one (1) calendar month of employee's start date under the TO.

If the GSA CO and the COR determine that the proposed substitute personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the TO, the Contractor may be subject to default action as prescribed by FAR 52.249-6, Termination (Cost Reimbursement).

## **SPECIALIZED NON-KEY PERSONNEL SKILLS**

The Government desires that the non-Key Contractor personnel possess qualifications, skills, training and/or experience that meet or exceed Section C Tasks and TD requirements. The Contractor shall provide Information Technology personnel shall have platform-specific certifications for the platforms they will be working as described under each TD. Current requirements are as follows; these may change as indicated on each TD: CompTIA Security + certification, as well as certifications for Unix, Windows, and Database certifications (like Oracle). The Contractor shall be capable of rapidly responding to changes associated with the dynamic S3I environment.

## **H.19 TRANSITION**

The Contractor shall follow the final transition plan submitted at the kick-off meeting and keep the Government fully informed of status throughout the transition period. The Government reserves the right to make any changes to the Contractor's transition/phase-in plan.

Throughout the phase-in/phase-out periods, it is essential that attention be given to minimize interruptions or delays to work in progress that would impact the mission. The Contractor must plan for the transfer of work control, delineating the method for processing and assigning projects during the phase-in/phase-out periods. The transition will recognize that each existing project will transition in a way that minimizes disruptions to ongoing performance.

Phase out of TO and Continuity of Services:

If a successor contract is awarded prior to the final expiration date of this TO, the Government may issue a Task Order to the successor Contractor prior to the expiration date of this TO. See clause FAR 52.237-3.

The Contractor shall recognize that services under this TO are vital to the Government and shall be continued without interruption and that upon TO extension, a successor, either the Government or another Contractor, may continue such services. The Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition.

The Contractor shall provide phase-in, phase-out services at no additional cost to the Government, as long as there is an active project. Appropriate task management personnel shall meet with the successor Contractor to coordinate task transition. Discussions shall include personnel transition to the successor Contractor, and the transition of task specific items such as Government or Contractor furnished supplies, materials, equipment, and services.

## **H.20 SAFETY REQUIREMENTS**

Contractor Compliance: The Contractor and its subcontractors shall comply with Public Law 91-596 (Occupational Safety and Health Act (OSHA)) and the Environmental, Safety, and Occupational Health (ESOH) (DODD 4715.1E). These requirements shall be incorporated into the Contractors safety and health program. The Department of Defense (DoD) participates in the OSHA Voluntary Protection Program (VPP). Contractor personnel performing services on a DoD installation shall participate in the local VPP. Information on the VPP is available at <http://www.osha.gov/dosp/vpp/index.html>.

Mishap Notification and Investigation: The Contractor and its subcontractors (if applicable) shall promptly report pertinent facts regarding mishaps involving Government property damage or injury to Government personnel and to cooperate in any resulting safety investigation. The Contractor shall notify (via telephone) the cognizant CO, the COR, and/or other applicable members within four (4) hours of all mishaps or incidents. The Government person notified by the Contractor will in-turn notify the Safety office.

Contractor notifications made after duty hours shall be reported to the appropriate installation Command Post. If requested by the cognizant CO, the COR, and/or the cognizant program manager, the Contractor shall immediately secure the mishap scene/damaged property and impound pertinent maintenance and training records until released by the investigating safety office. If the Government investigates the mishap, the Contractor and the subcontractors shall cooperate fully and assist the Government personnel until the investigation is completed.

a. The Contractor shall develop and implement a safety program for protection of personnel and property. As a minimum, the program shall comply with Occupational Safety and Health Administration (OSHA), Department of Defense (DOD) 4145.26M, AR 385-10, AR 385-64, AMC-R 385-10, AMC-R 385-100, REDCOM Reg 385-10, AMRDEC 385-1-1. The Contractor shall comply with applicable Federal, State, Department of the Army (DA), and local safety and health standards.

- b. A Safety Program shall be implemented and followed to protect personnel and property and reduce liability. The safety program shall specify how the Contractor shall implement the requirement. Contractors shall provide immediate notification to the Government in the event of any accident or incident resulting in property damage.
- c. The Contractor shall provide employees with initial orientation and such continuing instruction as will enable them to conduct their work in safe manner and to recognize and report hazardous conditions. Initial orientation shall include instructions in safety hazards and safe practices; proper use, care and maintenance of tools and equipment; internal reporting of all accidents; and the designation of the individual responsible for accident prevention.
- d. The Contractor shall implement a Personal Protective Equipment Program (PPEP) consistent with applicable laws, regulations, and standards. Contractor shall provide safety equipment, personal protective equipment, and devices necessary to protect the employees and visitors.
- e. All facilities and operations under purview of subject contract shall be made available for survey by Government safety personnel on request.
- f. The Contractor shall provide a training and certification program for all personnel who are required to operate motor vehicles or other equipment required to be licensed by Army.
- g. The Contractor shall provide a medical surveillance program at Contractor's expense for any employees that are required to be under such a program. As a minimum, this program will include employees required to use respirators, hearing protection, and laser protection. Employees who handle explosives and ammunition or have Commercial Driver's Licenses (CDLs) shall be included. It is anticipated a total of eight (8) employees will be required to be Hazardous Waste Operations and Emergency Response (HAZWOPER) trained and certified to work with liquid fuels and oxidizers to include certified to operate in Level A protective suits and respiratory protection to include a medical surveillance program.
- h. The Contractor shall maintain an OSHA 300 log. Upon request, the Contractor shall provide a copy to the Government.
- i. The Contractor shall assist the government in performing risk assessments, developing safe work instructions and documenting standard operating procedures.
- j. The Contractor shall follow government provided safe work instructions and standard operating procedures to ensure work is performed in a safe manner.

## **H.21 ENVIRONMENTAL REQUIREMENTS**

For operations where an oil and/or hazardous substance spill event could occur, ensure that all personnel are familiar with THE RED PLAN contained in the U.S. Army Garrison-Redstone Oil and Hazardous Substances Spill Prevention and Response Plan with latest revision. A copy is available in the Safety Coordinators office located in at the S3I main campus in Huntsville, AL.

In case of an oil or hazardous substance spill event, call 911.

All operations will conform to environmental protection requirements of AR 200-1 and RSA 200-6.

Paint thinners, oil rags and other highly flammable materials will be kept in approved, closed receptacles. Waste from these materials will be kept in approved and properly labeled containers as directed in RSA 200-6.

All unclassified scrap materials will be transferred to the Defense Reutilization and Marketing Office (DRMO) and will be certified free of explosive contamination. All other recyclable materials will be taken to DRMO in accordance with RSA 200-6 and AMCR 755-8.

Personnel working with hazardous materials/hazardous waste must have training required by 29 Code of Federal Regulations (CFR) 40 CFR 264.16.

## **H.22 LICENSE REQUIREMENTS**

DOD Contractor employees assigned to operate either Government owned or leased equipment shall be certified by the Contractor and at the Contractor's expense, as being fully qualified to operate the vehicles/equipment to which they are assigned. The prime Contractor shall document all operator qualifications. This documentation shall be provided to the CO before any contract employee engages in any mode of equipment operation. The Administrative Contracting Officer will retain documentation. Operator responsibilities are addressed in AR 600-55, Chapter 5.

Operators of Government-owned or leased vehicles shall be required to obtain a commercial driver's license (CDL) when they operate vehicles that fall into Groups A, B, or C as indicated below. The Contractor shall certify that all personnel being submitted to operate the following classes of vehicles have the respective CDL in the state in which they operate. To operate tactical vehicles, a Tactical Vehicle Operator's License will be required.

**Class A Vehicle** - Any combination of vehicles with a gross combination weight rating (GCWR) of 26,001 or more pounds, provided the gross vehicles weight rating (GVWR) of any vehicles or vehicles being towed is in excess of 10,000 pounds.

**Class B Vehicle** - Any single vehicle with a GVWR of 26,001 pounds or more, or any such vehicle towing a vehicle not in excess of 10,000 pounds GVWR.

**Class C Vehicle** - Any single vehicle, or combination of vehicles, that meets neither the definition of Class A or Class B, but that is either designed to transport 16 or more passengers including the driver, or is used to transport hazardous materials which require the vehicle to be placarded under hazardous materials regulation (49 CFR, part 172).

## **H.23 INSURANCE**

In accordance with FAR Clause 52.228-5, Insurance –Work on a Government Installation FAR Clause 52.228-7 entitled INSURANCE – LIABILITY TO THIRD PERSONS in Section I, and paragraph 28.307-2 of the Federal Acquisition Regulation, the Contractor shall acquire and maintain during the entire performance period of this contract insurance coverage as follows:

a. Worker's Compensation and Employer's Liability

The Contractor is required to comply with the applicable Federal and State workers compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage.

Employer liability coverage of at least \$100,000 is required.

b. General Liability

The Contractor is required to have bodily injury liability insurance coverage written on the comprehensive form of their insurance policy of at least \$500,000 per occurrence.

c. Automobile Liability

The Contractor is required to have automobile liability insurance written on the comprehensive form of their insurance policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

## **H.24 MATERIALS AND EQUIPMENT**

The Government may require the Contractor to purchase hardware, software, and related supplies critical and related to the services being acquired under the TO. Such requirements will be identified at the time a TD is issued or may be identified during the course of a TD by the Government or the Contractor.

The scope of production/maintenance material purchases under this TO will be limited to material necessary in support of the following activities:

Replace obsolete hardware as upgrades/modernization/improvement designs are developed; replace damaged or faulty hardware; procure hardware materials needed to prototype components/systems for design, development and testing purposes; procure hardware for development and test environments; replace old transit cases; support production prove-out; limited quantity production of AMRDEC/S3I designed/developed trainers/simulators/testers and components; production of items no longer in full production; and fabrication, assembly, and setup of exhibit and event assets. This shall also include delivery of products to Customer identified locations and include procuring trucking services, on-site crane rental support, fork trucks, etc. **Note:** All material purchases are not for production, other material requirements could include research and development, lab materials, computer and network materials, software licenses, etc.



If the Contractor initiates a purchase within the scope of this TO and the prime Contractor has an approved purchasing system, the Contractor shall submit to the TM, and the COR (the TM is the primary approver and the COR is the backup approver in the absence of the TM) a Request to Initiate Purchase (RIP). If the prime Contractor does not have an approved purchasing system, the Contractor shall submit to the TM, and the COR (the TM is the primary approver and the COR is the backup approver in the absence of the TM) a RIP. The RIP shall include the purpose, specific items, estimated cost, cost comparison, and rationale. The Contractor shall not make any purchases without an approved RIP from the TM or COR and without complying with the requirements of Section H.26, Commercial Software Agreements.

## **H.25 TECHNICAL DIRECTIONS**

The Contractor shall perform the tasks described within the contents of Section C and provide the labor and materials to provide the services specified which will be further delineated in written TD and other supplemental documents as authorized by the CO.

Information in the TDs may contain plans, including any drawings or specifications, software documentation, schedules, documentation and development requirements, required process, CDRLs, tools, reviews, appropriate Section C paragraphs and required data formats. The TDs will clearly define each project and will be prepared in sufficient time for the Contractor to plan and respond. These documents will be supplemented by schedule and verbal information that will be updated as often as changing requirements dictate. See TOR Attachment 6 for the TD Guide and applicable appendices.

## **H.26 COMMERCIAL SOFTWARE AGREEMENTS**

The Government understands that commercial software tools that may be purchased in furtherance of this TO and as contemplated in the materials and equipment CLINs in Section H.24 may be subject to commercial agreements which may take a variety of forms, including without limitation licensing agreements, terms of service, maintenance agreements, and the like, whether existing in hard copy or in an electronic or online format such as "clickwrap" or "browsewrap" (collectively, "Software Agreements"). The parties acknowledge that the FAR clause at 12.212(a) requires the Government to procure such tools and their associated documentation under such Software Agreements to the extent such Software Agreements are consistent with Federal law.

H.26.1 In order to ensure that the Software Agreements are consistent with Federal law, the Contractor shall not make any purchase contemplated in Section H.24 without first securing the consent of the licensor of such software tools to amend the Software Agreements in accordance with the Amendment clause set forth in Section H.26.3 below. The Contractor shall submit documentary evidence of such consent as part of its technical proposal.

H.26.2 The requirements of this Section H.26 apply only to those commercial software tools newly purchased under this TO; they do not apply to software furnished as GFP/GFI (if any). Further, they apply only to those Software Agreements that define the Government as the licensee or are intended to be transferred or assigned to the Government, with the Government becoming the licensee, at the end of this TO.

H.26.3 As used in the Amendment clause, the term "this Agreement" refers to each Software Agreement. The relevant definitions and the capitalization of terms (e.g., Licensee, Licensor, Software, Agreement) may be adjusted as necessary to match the nomenclature of the Software Agreement.

Amendment for Federal Government Licensees, this Agreement is hereby amended as follows:

a. Dispute resolution and governing law: Any arbitration, mediation or similar dispute resolution provision in this Agreement is hereby deleted. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the United States of America, and dispute resolution shall take place in a forum, and within the time period, prescribed by applicable federal law. To the extent permitted by federal law and then only to the extent not preempted by federal law, the laws of the state specified in this Agreement (excluding its choice of law rules) will apply. No equitable or injunctive relief, and no shifting of legal fees or costs, may be sought against the Federal Government Licensee except as, and then only to the extent, specifically authorized by applicable federal statute.

b. Indemnification: Any provisions in this Agreement requiring any Federal Government Licensee to indemnify any party are hereby deleted and shall not apply. Any provisions requiring the licensor to indemnify the Federal Government Licensee shall be revised to state that such indemnification, and the conduct and/or settlement of any applicable proceedings, shall be subject to 28 USC 516.

c. Changes in templates: This Agreement shall apply in the version attached hereto. Subsequent updates to or changes in the licensor's standard commercial templates for such agreements shall not be binding on the Federal Government Licensee, except by prior express written agreement of both parties.

d. Fees, taxes, and payment: If the Software is licensed as part of a separate Government contract between the Federal Government Licensee and a prime Contractor, the provisions of such contract regarding fees, taxes and payment shall supersede any provisions of this Agreement regarding same. Notwithstanding the foregoing: (a) express written agreement of the Federal Government Licensee shall be required prior to (i) any extension or renewal of this Agreement or the associated fees or (ii) any change in the fees; (b) late payments shall be governed by the Prompt Payment Act and the regulations at 5 CFR 1315; and (c) no cost of collection on delinquent invoices may be sought against the Federal Government Licensee except as, and then only to the extent, specifically authorized by applicable federal statute.

e. Assignment: Licensor may not assign this Agreement or its rights or obligations there under, in whole or in part, except in accordance with the procedures set forth in FAR subparts 32.8 and/or 42.12, as applicable.

f. No waiver of liability or cause of action: Any provision requiring the Federal Government Licensee to agree to waive or otherwise not to pursue any claim against the licensor it may otherwise have is hereby deleted. Without limiting the generality of the foregoing, the parties agree that nothing in this Agreement, including but not limited to the limitation of liability



clauses, in any way grants the licensor a waiver from, release of, or limitation of liability pertaining to, any past, current or future violation of federal law and that no clause restricting users' statements shall be read to restrict the Federal Government Licensee's ability to pursue any course of action otherwise permitted by federal law, regulation, or policy, including without limitation making public statements in connection with any suspension or debarment action.

g. Audit: Any clauses in this Agreement allowing for an audit of the Federal Government Licensee's records or information systems, or verification of its compliance with this Agreement generally, shall be subject to the Federal Government Licensee's requirements pertaining to security matters, including without limitation clearances to be held and non-disclosure agreements to be executed by auditors, badging or escorting requirements for access to premises, and other applicable requirements. Any over-use identified in an audit shall be referred to the prime Contractor or the Federal Government Licensee's CO (as applicable) for action. No audit costs may be sought against the Federal Government Licensee except as, and then only to the extent, specifically authorized by applicable federal statute.

h. Compliance with laws: The parties acknowledge that the United States, as a sovereign, is subject to the laws of the United States. Nothing in this Agreement shall be interpreted to imply consent by any Federal Government Licensee to submit to the adjudicative or enforcement power of any regulatory, administrative, or judicial authority of, or the application of the laws of, another jurisdiction. Any provision inconsistent with applicable federal law that is not listed above is hereby deemed omitted from this Agreement to the extent of such inconsistency.

i. Third party terms: Any third party licensing terms associated with third-party software components or products embedded in or otherwise provided with the Software shall be deemed amended in accordance with sections 1-8 above.

## **H.27 SECTION 508 COMPLIANCE REQUIREMENTS**

Unless the Government invokes an exemption, all Electronic and Information Technology (EIT) products and services proposed shall fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, 29 U.S.C. 794d, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR 1194. The Contractor shall identify all EIT products and services proposed, identify the technical standards applicable to all products and services proposed and state the degree of compliance with the applicable standards. Additionally, the Contractor must clearly indicate where the information pertaining to Section 508 compliance can be found (e.g., Vendor's or other exact web page location). The Contractor must ensure that the list is easily accessible by typical users beginning at TOA.

## **H.28 DATA RIGHTS**

All Government rights in technical data and non-commercial computer software and computer documentation first produced, created, or generated during performance under this TO shall be allocated in accordance with the following clauses included under this TO:

DFARS Clause	Clause Title
252.227-7013	Rights in Technical Data – Noncommercial Items
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7016	Rights in Bid or Proposal Information
252.227-7019	Validation of Asserted Restrictions – Computer Software
252.227-7020	Rights in Special Works
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends
252.227-7026	Deferred Delivery of Technical Data or Computer Software
252.227-7027	Deferred Ordering of Technical Data or Computer Software
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government
252.227-7030	Technical Data – Withholding of Payment
252.227-7037	Validation of Restrictive Markings on Technical Data

The Contractor shall not incorporate, without written approval of the cognizant ordering CO, any work, copyrighted or not, not first produced, created, or generated under this TO through performance of any TD issued, with the exception of any data previously delivered under a Government contract, or otherwise already in the Government inventory. If any such work, copyrighted or not, is approved by the cognizant ordering CO and incorporated into works deliverable under this TO for any TD containing clause DFARS 252.227-7020, the Contractor shall grant to the Government unlimited rights as defined by clause DFARS 252.227-7020. Unlimited rights shall accrue to the Government in the event works not first produced are incorporated without first obtaining written approval of the ordering CO.

Upon receipt of any TD issued under this TO, and prior to the inception of any work under the TD issued, the Contractor shall disclose to the ordering CO and ordering office any technical data or non-commercial computer software and computer software/source code documentation first produced, created, or generated in performance of the TO and not required to be delivered

under the TO that the Contractor identifies and asserts would be furnished with anything other than unlimited rights, or otherwise with any restrictions on use, release, or disclosure.

Throughout the duration of performance of any TD, the Contractor further agrees that not later than thirty (30) days after the basis for any new or additional assertions are known, the Contractor shall disclose such assertions to the ordering CO and ordering office.

Any such disclosure shall be made whether or not an express requirement for the disclosure is included in any TD issued under this TO. Such disclosures shall indicate the rights asserted in the technical data and non-commercial computer software by the Contractor and rights that would be acquired by the government if the data or non-commercial software were required to be delivered under the TO and its CDRL requirements and any cost/price associated with delivery. Any such assertion shall include the basis for the assertion, in accordance with and in the format prescribed by clauses DFARS 252.227-7013 and 252.227-7014.

Any technical data or non-commercial computer software and computer software/source code documentation first produced, created, or generated in performance of the TO and not expressly specified for delivery elsewhere in this TO or any Technical Direction issued pursuant to this TO may be required to be delivered in accordance with the clauses DFARS 252.227-7026 and 252.227-7027 included under this TO.

The disclosure requirements stipulated by this clause and those included under this TO also apply to segregable routines of non-commercial software that may be developed exclusively at Government expense to integrate Commercial Software components or applications provided under a commercial software license or developed to enable Commercial Software to meet requirements of the TO. This disclosure obligation shall apply to technical data and non-commercial computer software developed exclusively at Government expense by subcontractors under this TO. Performance of this disclosure requirement shall be considered a material performance requirement of any TO under which such technical data or non-commercial computer software is developed exclusively at Government expense.

## **H.29 CONTRACTOR MANPOWER REPORTING (CMR)**

The Contractor shall report ALL Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Strategic Systems Engineering Support (SSES) in support of S3I. The Contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2017. Contractors may direct questions to the help desk <http://www.ecmra.mil/>.

(END OF SECTION H)

**SECTION I**  
**TASK ORDER PROVISIONS AND CLAUSES**

**I.1 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES INCORPORATED BY REFERENCE**

FAR Part 12 commercial clauses do not apply to this TO. The table below incorporates clauses by reference, with the same force and effect as if they were given in full text.

The full text may be accessed electronically at <https://www.acquisition.gov/far>

FAR Clause No.	Clause Title	Date
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modifications	(Aug 2011)
52.215-13	Subcontractor Certified Cost or Pricing Data-Modifications	(Oct 2010)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	(Jul 2005)
52.215-19	Notification of Ownership Changes	(Oct 1997)
52.215-20	Requirements for Certified Cost and Pricing Data and Data Other than Cost or Pricing Data	(Oct 2010)
52.215-23	Limitations on Pass-Through Charges	(Oct 2009)
52.216-7	Allowable Cost and Payment	(Jun 2013)
52.216-8	Fixed Fee	(Jun 2011)
52.216-11	Cost Contract-No Fee	(Apr 1984)
52.222-2	Payment for Overtime Premiums	(Jul 1990)
52.222-53	Exemption From Application Of The Service Contract Labor Standards To Contracts For Certain Services--Requirements	(May 2014)
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	(Mar 2008)
52.228-3	Workers' Compensation Insurance (Defense Base Act)	(Jul 2014)
52.228-7	Insurance-Liability to Third Persons	(Mar 1996)
52.232-18	Availability of Funds	(Apr 1984)
52.232-22	Limitation of Funds	(Apr 1984)

52.232-23	Assignment of Claims	(May 2014)
52.239-1	Privacy or Security Safeguards	(Aug 1996)
52.242-1	Notice of Intent to Disallow Costs	(Apr 1984)
52.242-4	Certification of Final Indirect Costs	(Jan 1997)
52.243-2	Changes—Cost Reimbursement. Alt. II	(Aug 1984)
52.244-2	Subcontracts. Alt.I	(Jun 2007)
52.246-5	Inspection of Services—Cost-Reimbursement	(Apr 1984)
52.249-6	Termination (Cost-Reimbursement)	(May 2004)
52.249-14	Excusable Delays	(Apr 1984)

## **I.2 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.  
(End of Clause)

## **I.3 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed forty-two (42) months.

(End of Clause)

## **I.4 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

- (a) The use of overtime is authorized under this contract if the overtime premium does not exceed 0 or the overtime premium is paid for work --
  - (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
  - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
  - (4) That will result in lower overall costs to the Government.
    - (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --
  - (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
  - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
  - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
  - (4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.
- \* Insert either “zero” or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

(End of Clause)

## **I.5 RESERVED**

## **I.6 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)**

- (a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid
  - (1) By the Contractor under a cost-reimbursement contract; and
  - (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.
- (b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.
- (c) Contractors shall submit the above referenced transportation documents to— The Contracting Officer of Record.

(End of Clause)

## **I.7 DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENTS (DFARS) CLAUSES INCORPORATED BY REFERENCE**

FAR Part 12 commercial clauses do not apply to this TO. The tables below incorporate clauses by reference, with the same force and effect as if they were given in full text.

The full text may be accessed electronically at <https://www.acquisition.gov/far>

FAR Clause No.	Clause Title	Date
252.201-7000	Contracting Officer's Representative	(Dec 1991)
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	(Sep 2011)
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	(Sep 2013)
252.203-7003	Agency Office of the Inspector General	(Dec 2012)
252.204-7000	Disclosure Of Information	(May 2016)
252.204-7003	Control Of Government Personnel Work Product	(Apr 1992)
252.204-7005	Oral Attestation of Security Responsibilities	(Nov 2001)
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Information	(Dec 2015)
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	(Dec 2015)
252.205-7000	Provision Of Information To Cooperative Agreement Holders	(Dec 1991)
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	(Oct 2015)
252.211-7003	Item Identification and Valuation	(Mar 2016)
252.211-7007	Reporting of Government-Furnished Property.	(Aug 2012)
252.215-7000	Pricing Adjustments	(Dec 2012)
252.215-7002	Cost Estimating System Requirements	(Dec 2012)
252.215-7008	Only one Offer	(Oct 2013)
252.215-7009	Proposal Adequacy Checklist	(Jan 2014)
252.219-7000	Advancing Small Business Growth	(May 2015)
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	(Dec 2010)
252.223-7001	Hazard Warning Labels	(Dec 1991)
252.223-7002	Safety Precautions for Ammunition and Explosives	(May 1994)
252.223-7003	Change in Place of Performance--Ammunition and Explosives	(Dec 1991)

252.223-7004	Drug Free Work force	(Sep 1988)
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials	(Sep 2014)
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives	(Sep 1999)
252.223-7009	Prohibition of Hexavalent Chromium	(Jun 2013)
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	(Oct 2015)
252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the US	(Jun 2015)
252.226-7001	Utilization of Indian organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	(Sep 2004)
252.227-7013	Rights in Technical Data - Noncommercial Items	(Feb 2014)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	(Feb 2014)
252.227-7015	Technical Data-Commercial Items	(Feb 2014)
252.227-7016	Rights in Bid or Proposal Information	(Jan 2011)
252.227-7019	Validation of Asserted Restrictions - Computer Software	(Sep 2011)
252.227-7020	Rights in Special Works	(Jun 1995)
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	(Jun 1995)
252.228-7001	Ground and Flight Risk	(Jun 2010)
252.231-7000	Supplemental Cost Principles	(Dec 1991)
252.234-7004	Cost and Software Data Reporting Systems	(Nov 2014)
252.235-7011	Final Scientific or Technical Report	(Jan 2015)
252.239-7000	Protection Against Compromising Emanations	(Jun 2004)
252.239-7001	Information Assurance Contractor Training and Certification	(Jan 2008)
252.242-7004	Material Management and Accounting System	(May 2011)
252.242-7005	Contractor Business Systems	(Feb 2012)
252.242-7006	Accounting System Administration	(Feb 2012)



252.243-7002	Requests for Equitable Adjustment	(Dec 2012)
252.244-7001	Contractor Purchasing System Administration	(May 2014)
252.245-7001	Tagging, Labeling, and Marking of Government- Furnished Property	(Apr 2012)
252.245-7002	Reporting Loss of Government Property	(Apr 2012)
252.245-7003	Contractor Property Management System Administration	(Apr 2012)
252.245-7004	Reporting, Reutilization, and Disposal	(May 2015)
252.246-7000	Material Inspection and Receiving Report	(Mar 2008)
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	(Aug 2016)
252.246-7008	Sources of Electronic Parts	(Aug 2016)
252.246-7001	Warranty of Data-Basic	(Mar 2014)
252.251-7000	Ordering From Government Supply Sources	(Aug 2012)

#### **I.8 GENERAL SERVICES ADMINISTRATION MANUAL (GSAM) CLAUSES**

FAR Part 12 commercial clauses do not apply to this TO. The tables below incorporate clauses by reference, with the same force and effect as if they were given in full text.

The full text may be accessed electronically at <https://www.acquisition.gov/far>

FAR Clause No.	Clause Title	Date
552.232-23	Assignment of Claims	(Sep 1999)
552.232-25	Prompt Payment	(Nov 2009)

(END OF SECTION I)

**SECTION J**  
**LIST OF DOCUMENTS, ATTACHMENTS, AND EXHIBITS**

**J.1 LIST OF ATTACHMENTS AND EXHIBITS**

Attachment No.	Description
Attachment 1	Contract Data Requirements List (CDRLs)
Attachment 2	Contract Security Classification Specification (DD 254)
Attachment 3	Quality Control Plan*
Attachment 4	Reserved
Attachment 5	Reserved
Attachment 6	Technical Direction Guide (including appendices A, B, C, D, & E)
Attachment 7	Reserved
Attachment 8	Work Sites and Locations
Attachment 9	Reserved
Attachment 10	Reserved
Attachment 11	Reserved
Attachment 12	OCI Checklist
Attachment 13	List of TO Acronyms/Abbreviations

Exhibit No.	Description
Exhibit 1	Pricing Template – Cost/Price Workbook

\*To be provided by the Contractor within ten (10) days of TO award.